



FURNISHING:  
Fresh Produce and Delivery

TO THE  
STOCKTON UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY

**RFP No. 25.001**  
**Fresh Produce and Delivery**

Stockton Unified School District  
Purchasing Department  
2141 Robindale Ave.  
Stockton, CA 95205

**Important: Read conditions and instructions carefully.**  
**This bid will be opened at 2pm on August 14, 2024**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of Education of the Stockton Unified School District, County of San Joaquin, State of California, hereby calls for sealed proposals to be delivered electronically to the Purchasing Department of said Board at the office of said Board, 2141 Robindale Avenue, Stockton, California, at the days and times list below:

**August 14, 2024 at 2:00 p.m. for RFP No. 25.001 Fresh Produce and Delivery**

These bids shall be presented in accordance with specifications for the same which are on file with said Board at its office hereinabove mentioned. Bid packets are available and must be submitted electronically at:

<https://stocktonusd.bonfirehub.com/portal/?tab=openOpportunities>

The Board reserves the right to accept or reject any and all bids, waive any informality, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered.

By order of the Board of Education, Stockton Unified School District of San Joaquin County, State of California.

Publication: Stockton Record

Advertisement Dates: 7/26/2024, 8/2/2024

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## Part 1: Introduction and Overview

### 1.1 Purpose/Objective

The Stockton Unified School District Child and Nutrition Services Department (herein after referred to as “SUSD” or the “District”) is requesting a Request for Proposal (RFP) for service and delivery of Fresh Produce to multiple sites for programs that may include School Nutrition Program (SNP), and Child Adult Care Food Program (CACFP). This RFP seeks providers (herein after referred to as “Respondents” or “Offerors”) who share a vision for ensuring that all students have access to the highest quality, nutritious meal aligned to SNP and CACFP Standards, to ultimately increase student achievement.

Any agreement issued as a result of this RFP does not guarantee any minimum amount of service or payment. A provider shall not perform services for SUSD without the issuance of a Purchase Order. A provider will be compensated by SUSD for services satisfactory performed in accordance with contract requirements.

The District and selected provider(s) will enter into a signed Agreement, included in this RFP agreement, pending approval by the SUSD Governing Board. Schools and departments will request individual Scope of Work Statements and financial proposals that address the unique needs for each tutoring program. No work shall commence and SUSD will not be obligated for any cost of goods and/or services, which may result in advance of a purchase order being issued.

The District reserves the right award this RFP to one or more supplier(s) based upon the evaluation of proposals received.

### 1.2 Background

Stockton Unified School District is located in San Joaquin County, California. The District’s projected student enrollment for the 2020-21 school year is approximately 40,000 students. The District has 38 production kitchens and 12 satellite kitchens.

A regular school year operates from August to June, Monday through Friday, except for legal or school holidays. The District is also involved in a summer feeding programs. Therefore, it may be necessary to make deliveries to a limited number of school sites year-round.

#### 1.2.1 Mission and Goals

##### **Mission**

Our Mission is to graduate every student college, career, and community ready. In doing so we lift all youth out of circumstances of poverty and scarcity.

##### **Goals for Students**

1. Every child by the end of the 3rd grade will read and comprehend at the proficient level.
2. Every child by the end of the 9th grade will demonstrate mastery of Algebra concepts and application.
3. Every child by the end of the 12th grade will graduate and be college or career ready.

### 1.3 Scope of Services

The following list of requirements, although extensive, is not exhaustive and is intended to provide interested Respondents with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential information. Proposals should address the entire scope of services requested. All proposals must include evidence-based tier III interventions for students not meeting the learning standards or achieving below grade level, supplemental to the core curricula in one or more of the following areas.

#### 1.3.1 Scope of Work

The District is requesting a RFP for service and delivery of Fresh Produce to multiple sites for programs that may include SNP), and CACFP programs. Primary deliveries shall be on Monday to all sites; secondary delivery days will be determined upon award of contract. Fulfillment of orders with quantities requested, time and manner of delivery are essential factors in proper performance. Proper temperatures shall be maintained in accordance with state and local requirements. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck and pallet jack service.

SUSD is seeking to enhance the health of school meals by decreasing the distance food travels between farmers and students. We believe in supporting local farms and will give preference to vendors who cultivate relationships with farmers to provide local produce to the District.

It is the intent that any contract awarded as a result of this RFP shall be awarded as a single source supplier. The District reserves the right, in its absolute discretion, to accept proposals, or any part of any proposal, to make an award of contract(s) in the best interest of the District. Partial bids or bids listing items as special order will not be accepted; such bids will be considered non-responsive. This RFP requests a monthly fixed price with allowable economic price adjustments, including both increases and decreases not to exceed San Francisco USDA Terminal Market prices. For purposes of award review, price quoted on line items form must be your June 2024 pricing. Awarded vendor shall submit new price list prior to the start of each month that will be fixed pricing for the month indicated.

This agreement shall be effective upon board through June 30, 2025. This agreement, by mutual consent, may be extended in one year increments until June 30, 2029.

#### 1.3.2 Nutrition Information

Proposers are required to provide complete product information sheets (cut sheets) for all products included in the proposal, indicating pack size, size, weight per unit, and nutritional analysis. Product information sheets may be submitted in either hard copy or electronic format. Proposals submitted without product information sheets will be rejected as non-responsive. Acceptable documents that meet this requirement are:

Product Formulation Statement (PFS), including:

1. Product name, code number, and serving size
2. Type and weight of creditable ingredient
3. Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct) and date signed (date must be current).

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer

Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat or soybeans.

Bidder shall notify the Child and Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District prior to shipment. If any product changes occur, new ingredient statement and nutritional information shall be provided to the Child and Nutrition Services Department.

Bidder may be asked to provide specific information such as farm information, farm history, farmer bio, company information, or origin, etc. for nutrition education, or marketing purposes. The District may also request a tour of farms or production facilities.

### 1.3.3 Reports

The chosen vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by district are required. Reports shall be emailed to Child and Nutrition Services by the fifth day of the following month.

### 1.3.4 Orders

Orders will be issued directly to the Offeror by Child and Nutrition Services staff. Orders shall be placed as product is needed. All orders shall be delivered to the individual sites, as listed on the Delivery Site Location Sheet, within the mutually agreed upon time parameters. Orders containing items not listed in this bid require approval from Director of Nutrition Services or designee.

### 1.3.5 Inspection and Acceptance

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with bid specifications shall be replaced by the vendor at no cost to SUSD. Failures to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default action under DEFAULT provisions of the Agreement.

### 1.3.6 Produce Grade/Quality

The District expects to be offered best quality, US#1 or better, product at all times. All produce shall be in good commercial condition with regard to texture, juiciness, firmness, and temperature in accordance with its type of varietal attributes.

### 1.3.7 Delivery

Stockton Unified School District (SUSD) shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the proposal or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense. No brand substitutions will be accepted without prior approval from the District.

The time and manner of delivery are essential factors in proper performance under the contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip

which bears the relevant District purchase order number. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck or pallet jack service.

Proper product temperatures shall be maintained in accordance with state and local requirement, at all times, up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by SUSD.

Primary deliveries shall be made on Monday to all sites; secondary delivery days will be determined upon award of contract. Stockton Unified School District (SUSD) reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and the delivery times is included. Deliveries to school kitchens must be made within the hours agreed upon, unless arranged otherwise. Dark stops are not permitted.

### 1.3.8 Minimum per Delivery

Respondents shall provide minimum quantities and lead time for site deliveries. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of number of cases of combined items or minimum dollar value per drop. If minimum quantities and lead times are not a condition of bid pricing, please state.

### 1.3.9 Labeling and Dating

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Vendor shall notify Child and Nutrition Services whenever there is a product/ingredient change in any item provided to the District prior to shipment. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Child and Nutrition Services Department. Failure to provide notification to Child and Nutrition Services regarding product label changes may result in attenuation of the contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case. If code is encrypted, the District may request that vendor provide key from manufacturer to decode information. Code dates will be monitored and product close to expiration dates will not be accepted and credit shall be issued.

### 1.3.10 Food Safety

HACCP Program: Vendor must provide documentation of their HACCP program that includes an established Standard Operating Procedure (SOP) for recall traceability. This shall be submitted as part of the Vendor's bid package. Any changes to the vendor's HACCP plan must be communicated to Stockton Unified School District (SUSD) upon implementation of changes. Failure to provide a plan change may result in termination of contract. Bidder shall include a copy of their Processed Food Registration (PFR), issued by the Food and Drug Branch (FDB) compliant with California law. Products shall arrive from suppliers that have passed a third party audit verification of USDA Good Agriculture Practices (GAP) and/or USDA Good Handling Practices (GHP).

Produce Traceability: Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request. A traceability report will be required for each samples requested and must be submitted with RFP. Refer to the Line Item for specific sample requests. In the event of product recall, the District requires notification



within the same business day that the Offeror receives any product recall/hold information. A complete list of district sites, that have received item(s) in question is required, as well as delivery date(s) that apply.

### 1.3.11 Delivery Site Locations

Deliveries shall be made, as required, to the following sites: Deliveries shall be in the quantities specified by the Child and Nutrition Service designee, at the respective sites.

All site deliveries to elementary school must be made between 6:30 A.M. and 12:00 P.M. All site deliveries to secondary schools must be made between 6:00 A.M. and 11:00 A.M.

Elementary School	Address (Stockton, CA)	Delivery Time
Adams	6402 Inglewood	6:30 A.M. -12:00 P.M.
August	2101 Sutro Ave.	6:30 A.M. -12:00 P.M.
Bush	5420 Russo Drive	6:30 A.M. -12:00 P.M.
Cleveland	20 E. Fulton	6:30 A.M. -12:00 P.M.
El Dorado	1540 N. Lincoln	6:30 A.M. -12:00 P.M.
Elmwood	840 S. Cardinal Ave.	6:30 A.M. -12:00 P.M.
Fillmore	2644 E. Poplar St.	6:30 A.M. -12:00 P.M.
Fremont	2021 E. Flora	6:30 A.M. -12:00 P.M.
Grunsky	1550 N. School	6:30 A.M. -12:00 P.M.
Hamilton	2245 E. Eleventh	6:30 A.M. -12:00 P.M.
Harrison	3203 Sanguinetti Ln.	6:30 A.M. -12:00 P.M.
Hazelton	535 W. Jefferson St.	6:30 A.M. -12:00 P.M.
Henry	1107 S. Wagner	6:30 A.M. -12:00 P.M.
Hong Kingston	6324 N. Alturas Ave.	6:30 A.M. -12:00 P.M.
Hoover	2900 Kirk Ave.	6:30 A.M. -12:00 P.M.
Huerta	1644 S. Lincoln St.	6:30 A.M. -12:00 P.M.
Kennedy	630 Ponce de Leon	6:30 A.M. -12:00 P.M.
King	2640 E. Lafayette St.	6:30 A.M. -12:00 P.M.
Kohl Open	4115 N. Crown Ave.	6:30 A.M. -12:00 P.M.
Mata Elementary	5600 Alexandria Place	6:30 A.M. -12:00 P.M.
Madison	2939 Mission Rd. E.	6:30 A.M. -12:00 P.M.
Marshall	1141 Lever Blvd.	6:30 A.M. -12:00 P.M.
McKinley	30 W. 9 <sup>th</sup> St.	6:30 A.M. -12:00 P.M.
Monroe	2236 E. 11 <sup>th</sup> St.	6:30 A.M. -12:00 P.M.
Montezuma	2843 Farmington Rd.	6:30 A.M. -12:00 P.M.
Nightingale	1721 Carpenter Rd.	6:30 A.M. -12:00 P.M.
Peyton	2525 Gold Brook Dr.	6:30 A.M. -12:00 P.M.
Pittman	701 E. Park	6:30 A.M. -12:00 P.M.
Pulliam	230 Presidio Way	6:30 A.M. -12:00 P.M.
Rio Calaveras	1819 Bianchi Way	6:30 A.M. -12:00 P.M.
Roosevelt	776 S. Broadway	6:30 A.M. -12:00 P.M.
San Joaquin	2020 Fresno Ave.	6:30 A.M. -12:00 P.M.
Spanos	536 N. California St.	6:30 A.M. -12:00 P.M.

Stockton Skills	2725 Michigan Ave.	6:30 A.M. -12:00 P.M.
Taft	419 Downing Ave.	6:30 A.M. -12:00 P.M.
Taylor	1101 Lever Blvd.	6:30 A.M. -12:00 P.M.
<b>Elementary School</b>	<b>Address (Stockton, CA)</b>	<b>Delivery Time</b>
Primary Years	3830 Webster Ave.	6:30 A.M. -12:00 P.M.
Van Buren	1628 E. 10 <sup>th</sup> St.	6:30 A.M. -12:00 P.M.
Victory	1838 W. Rose St.	6:30 A.M. -12:00 P.M.
Washington	1735 W. Sonora St.	6:30 A.M. -12:00 P.M.
Wilson	150 E. Mendocino Ave.	6:30 A.M. -12:00 P.M.
<b>Secondary School</b>	<b>Address (Stockton, CA)</b>	<b>Delivery Time</b>
Chavez	2929 Windflower	6:00 A.M. –11:00 A.M.
Edison	100 W. Dr. Martin Luther King Jr. Blvd	6:00 A.M. –11:00 A.M
Franklin	4600 E. Fremont St.	6:00 A.M. –11:00 A.M
Stagg	1621 Brookside	6:00 A.M. –11:00 A.M
Health Career Academy	931 E. Magnolia St.	6:00 A.M. – 11:00 A.M
S.E.C.A	349 E. Vine St.	6:00 A.M.- 11:00 A.M
Merlo	1670 E. 6 <sup>th</sup> St.	6:00 A.M.- 11:00 A.M
Walton	4131 Crown Ave.	6:00 A.M.- 11:00 A.M

Stockton Unified School District (SUSD) reserves the right to add or remove delivery site locations at any time during the period of the contract. Delivery times/days may be negotiated as needed.

#### 1.4 Schedule of Events

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP to the contract award:

<u>Milestone Event</u>	<u>Date</u>
1. RFP Issuance	7/26/2024
2. Questions about RFP Due	8/7/2024
3. Answers Posted to Website	8/9/2024
4. Proposal Due Date	8/14/2024
5. Board Approval	8/27/2024
**SUSD Reserves the right to change or alter these dates.	

#### 1.5 Bid Process

Stockton Unified School District will conduct the selection and contract award process in the following manner:

1. This document will be available on the District's E-Bid Platform, hosted by Bonfire, at <https://stocktonusd.bonfirehub.com/portal/?tab=openOpportunities>
2. Bidders will prepare responses to the RFP. All inquiries must be submitted in the Opportunity Q/A section of the

Bonfire project listing by 2:00 P.M. on August 7, 2024. All responses will be posted in the Public Notices field on the Bonfire project listing. The District will not be responsible for any other explanation or interpretation of the proposed documents.

3. The proposals will be received and evaluated as described in this RFP. If deemed necessary, Stockton Unified School District will ask one or more selected bidders questions about their proposals, either in writing or by oral presentation. Demonstrations of the system at Stockton Unified School District may be requested.
4. A selected bidder will be chosen for contract negotiations.

## 1.6 Contact

All contact to the District shall be through the District's E-Bid platform. Contacting District employees is expressly forbidden and may result in disqualification of a vendor from further participation in the bid process.

## 1.7 Examination of Bid Proposal Documents

Submission of a bid proposal shall be deemed a representation and certification by the Offeror that they:

- a. Have carefully read and fully understand the information that was provided by the District to serve as the basis for submission of this Offer.
- b. Have the capability to successfully undertake and complete the responsibilities and obligations of the Offer being submitted.
- c. Represent that all information contained in the Offer is true and correct.
- d. Did not, in any way, collude; conspires to agree, directly or indirectly, with any person, firm, corporation or other Offeror regarding the amount, terms or conditions of this Offer.
- e. Acknowledge that the District has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the Offeror, and Offeror hereby grants the District permission to make these inquiries, and to provide any and all related documentation in a timely manner.

### PROPOSAL EVALUATION:

- a. It is anticipated that a contract will be made with the Offeror whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.
- b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. The committee members will utilize the data provided by the Offeror in the chart below to rank Offerors submissions. It is the Offerors responsibility to answer all items in the RFP submission. During the evaluation, the District may request proposal clarifications, explanations and answers from an Offeror. The District may request an Offeror presentation and interview.

(END OF SECTION)

## Part 2: Instructions, Terms and Conditions

### 2.1 Instructions

#### 2.1.1 Definitions

- a. As used herein, "RFP" means this Request for Proposals, RFP #1055.
- b. As used herein, "District" or "SUSD" means the Stockton Unified School District.
- c. As used herein, "Offeror" means the Firm or Vendor submitting a Proposal.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated Agreement with the District.
- f. As used herein, "Vendor" means the firm or Vendor that is awarded the contract with the District

#### 2.1.2 Preparation of Proposals

- a. The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Proposals, not later than 2:00 o'clock p.m. of the 14<sup>th</sup> of August, 2024. Proposals shall be received electronically at the web site:  
<https://stocktonusd.bonfirehub.com/portal/?tab=openOpportunities>. All blanks in the bid form must be appropriately filled in, and all prices must be stated. All bids must be submitted electronically. It is the sole responsibility of the bidder to see that his bid is received in proper time and at the designated location. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
- b. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the DISTRICT, the information contained therein was intended to mislead the DISTRICT in the evaluation of the proposal.
- c. The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. An Offeror will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein.
- d. The DISTRICT may request a meeting with the Offerors representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
- e. All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record.
- f. After acceptance of the proposal by the District, a contract between the successful firm and the District will be executed and will consist of the terms and conditions of this RFP and the Scope of Work and Requirements.

#### 2.1.3 Authorized Signatures

All Offers must be signed by an individual authorized to bind the Offeror to the provisions of the RFP.

#### 2.1.4 Term of Offer

Each proposal/offer must be a firm irrevocable offer, and remain open and valid for one hundred eighty (180) days after RFP closing date.

### 2.1.5 Incurred Costs

The District is not obligated to pay costs incurred by Offeror in the preparation of an Offer in response to this RFP. Offerors agree that all costs incurred in developing an Offer are the Offeror's responsibility.

### 2.1.6 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material.

### 2.1.7 Interpretation of Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specification, he may submit to the Purchasing Manager of the District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. All inquiries must be submitted in the Opportunity Q/A section of the Bonfire project listing by 2:00 P.M. on August 7, 2024. All responses will be posted in the Public Notices field on the Bonfire project listing. The District will not be responsible for any other explanation or interpretation of the proposed documents.

### 2.1.8 Amendments/Addenda to RFP

Offerors are advised that the District reserves the right to amend this RFP at any time, prior to the RFP closing date. Amendments will be done formally by providing written amendments to all potential Offerors known to have received a copy of the RFP. If in the sole and absolute discretion of the District, the change is of such a nature that additional time is required for Offeror to prepare proposals, the District will change the due date deadline and notify all known Offerors in writing of the revised deadline due date. All addendums will be posted on the District's Bonfire E-Bid website.

- a. Offerors must acknowledge receipt of any and all RFP amendments.
- b. Failure to acknowledge the receipt of any amendments may result in proposal rejection.

### 2.1.9 Submitting Proposals

Hard copies, E-mail, telegraphic or facsimile offers or electronic offers and modifications will NOT be considered. All proposals must be submitted on the District E-Bid website.

### 2.1.10 Modification or Withdrawal of Proposal

An Offeror may modify or withdraw a proposal and re-submission provided that the proposal withdrawal is prior to the due date deadline specified for submission of proposals.

### 2.1.11 Late Proposals

No proposal or proposal modification received after the due date deadline will be considered.

### 2.1.12 Right of Rejection

Offers must comply with all terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations.

The District may reject as non-responsive any Offer that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the Offer nor restrict the rights of the District. If Offeror does so, the Offer may be determined to be a non-responsive counter-offer and the Offer may be rejected.

No Offer shall be rejected, however, if it contains a minor irregularity, defect of variation and if the irregularity, defect or variation is considered by the District to be immaterial or inconsequential, the District may choose to accept the Offer.

Minor informalities may be waived by the District when they:

- a. Do not affect responsiveness;
- b. Are merely a matter of form or format;
- c. Do not change the relative standing or otherwise prejudice other offers;
- d. Do not change the meaning or scope of the RFP;
- e. Are trivial, negligible, or immaterial in nature;
- f. Do not reflect a material change in the work; or
- g. Do not constitute a substantial reservation against a requirement or provision;

In such cases the Offeror will be notified of the deficiency in the Offer and given an opportunity to correct the irregularity, defect, or variation the District may elect to waive the deficiency and accept the Offer.

This RFP does not commit the District to award a contract. The District reserves the right to reject any or all Offers if it is in the best interest of the District to do so. The District also reserves the right to terminate this RFP process at any time.

### 2.1.13 Clarification of Offers

In order to determine if an Offer is reasonably acceptable for award, communication by the Facilitator for the Evaluation Panel are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in material or substantive change to the Offer. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

## 2.2 Terms and Conditions

### 2.2.1 Public Record

All information submitted in the RFP or in response to requests for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Offerors should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

#### NOTICE

The data on pages \_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for evaluation of our response, but understand disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Offer in order to facilitate eventual public inspection of the non-confidential portion of the Offer.

The District assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Offeror will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, or local law. The District will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

### 2.2.2 Disclosure of Criminal and Civil Proceedings

The District reserves the right to request the information described herein from the Offeror selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Offeror. The District also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Offeror also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Offeror may be asked to disclose whether the firm, or any of its partners, principals, member, associates, or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm or any of its partners, principals, members, associates, or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Offeror will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Offeror may also be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Offeror will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes individuals providing direct service to the District. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

### 2.2.3 Board and Staff Communications

Under no circumstances may any member of the District or any staff member, other than the contact permitted in Section 1.6, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

### 2.2.4 Final Authority to Award

The final authority to award contracts as a result of this RFP rest solely with the District's Governing Board.

### 2.2.5 Offer Agreement to Terms and Conditions

Submission of a signed Offer will be interpreted to mean Offeror has agreed to all the terms and conditions set forth in the pages of this solicitation.

### 2.2.6 Laws Governing Contract

This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of San Joaquin, in the State of California. The parties further stipulate that the County of San Joaquin, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

### 2.2.7 Non-Discrimination

It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against anyone engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Offeror agrees to comply with Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code Section 1735 and District policy. In addition, Offeror agrees to require like compliance by all its subcontractor(s). Offeror shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

### 2.2.8 Tobacco-Free District

The District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

## 2.3 Terms and Conditions for Use of Federal Funds

### 2.3.1 Breach of Contract

Pursuant to 41 U.S.C. §1908, the District reserves all rights and privileges under applicable laws and regulations in the event of breach of contract.

### 2.3.2 Termination for Cause and Convenience

Pursuant 7 CFR §1780.75, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror, in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this



procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

### **2.3.3 Clean Air Act and Federal Pollution Control Act**

Pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Offeror shall comply with all applicable requirements as referenced in the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

### **2.3.4 Debarment and Suspension**

Offeror shall certify that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549 and 12689.

### **2.3.5 Anti-Lobbying**

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), when federal funds are expended by the District, the Offeror comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The Offeror shall further comply:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

### **2.3.6 Iran Contracting Act**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

### **2.3.7 Record Retention**

Pursuant to 2 CFR §200.333, the Offeror shall comply with the record retention requirement detailed in 2 CFR §200.333. The vendor shall retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### 2.3.8 Energy Policy and Conservation Act

Pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871), Offeror shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

### 2.3.9 Buy American Provision

Section 104(d) of the William F. Goodling Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed products consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFP Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

## 2.4 Additional Terms and Conditions

### 2.4.1 Term of Agreement

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Governing Board, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. Additionally, prospective proposers are advised that the District reserves the right to terminate, without cause, any agreement resultant from this RFP at any time effective upon thirty-day written notice to the Offeror. Also, the District’s obligation under any anticipated contract is subject to the availability of authorized funds.

### 2.4.2 Fingerprinting

Under Education Code section 45125.1, specified entities seeking to contract with school districts must certify the following:

1. Services will not be provided to the District nor shall any employee or independent contractors be permitted to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in the Penal Code sections 1192.7(c) and 667.5(c) and any other applicable laws regarding sex and controlled substances offenses.
2. Results of the fingerprinting information ascertained by the Department of Justice have been reviewed and no employees or independent contractors may come in contact with pupils who have been convicted of a felony as

noted in paragraph 1, above.

3. A list of the names of the employees or independent contractors who may come in contact with pupils is provided to the District.

Offeror shall submit to the District a Certificate of Fingerprinting quarterly on or before October 15<sup>th</sup>, January 15<sup>th</sup>, April 15<sup>th</sup>, and July 15<sup>th</sup>. Such certification shall include the names of all employees, agents, contractors, and subcontractors certified for that quarter. Failure to provide a timely Certificate of Fingerprinting, or a determination by the District that the Offeror has not met its obligations as related to fingerprinting of employees are sufficient reason for the District to exercise termination of contract.

Contract is contingent upon the receipt of a signed certification in the form provided by the District, which declares Offeror and the partners have complied with all of the above requirements. Offeror shall not commence providing services to the District unless and until such a certification has been received by the District. Offeror will provide the District with such certification within 30 days after execution of a contract. The District may extend this timeline within its sole discretion.

If a signed certification is not provided to the District in the form provided with the timeline stated above, the District may terminate the agreement by providing written notice to Offeror within ten (10) days after the timeline has passed. If the District terminates the contract due to Offeror's failure to follow the timeline described above, the District will not be liable for any costs, expenses, or fees incurred by Offeror prior to termination.

#### 2.4.3 Confidentiality of Student Information

Offeror, and its employees, agents, contractors, and subcontractors shall maintain the confidentiality of all information received in the course of performing work under this RFP, particularly as it relates to personally identifiable information regarding students and their families. This requirement to maintain confidentiality of student information shall extend beyond the termination of all contracted work.

#### 2.4.4 Records

Offeror shall maintain and make available for inspection by the District and its auditors accurate record of all of its costs, disbursements, and receipts with respect to any work under this RFP. Such inspections may be made during regular office hours at any time for period of three (3) years after the conclusion of work performed under this RFP.

#### 2.4.5 Insurance

Offeror shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of contracted resulting from RFP, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A.

Prior to commencement of any work, the Offeror shall furnish the District with original endorsements effecting coverage for all policies required by RFP. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. As an alternative to the District's forms, Offeror's insurer may, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. Offeror shall furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the Offeror. Approval of the insurance by the

District shall not relieve or decrease any liability of the Offeror.

In addition to any other remedy the District may have, if Offeror fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Offeror.

Each insurance policy required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

Any deductibles must be declared to, and approved by, the District.

The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Offeror are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Offeror under the RFP.

Offeror shall, at their expense, maintain in effect at all times during the performance of work under the RFP not less than \$1,000,000 per occurrence of comprehensive general liability insurance coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by the Offeror of the following coverage and limits of insurance is a material element of this RFP. The failure of the Offeror to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this RFP.

1. Workers' Compensation and Employer's Liability Insurance.

Offeror shall obtain and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the work under this RFP. In accordance with provisions of section 3700 of the California Labor Code, Offeror shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the work under this RFP are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the work.

2. Comprehensive General and Automobile Liability Insurance.

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

- a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the RFP; liability arising out of activities performed by or on behalf of Offeror; premises owned, occupied or used by Offeror; or automobiles owned, leased, hired or borrowed by Offeror. The coverage shall contain no

special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

- b. Provision or endorsement stating that for any claims related to this project, Offeror's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of Offeror's insurance and shall not contribute with it.
- c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
- d. Provision or endorsement stating that Offeror's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Offeror under the RFP.

(END OF SECTION)

## Part 3: Bid Submission

### 3.1 Proposal Format

It is the intent of the District to solicit proposals that are complete yet concise, descriptive yet brief. To enable the evaluation committee to fairly evaluate each Offer, Offerors shall utilize the following proposal format.

#### 1. Introduction

The bidder shall provide a brief background of the company, company references, and identify any unique or distinctive features of their program that the Offeror wishes to be given particular attention by the evaluation committee.

Include responses to the following:

- a. Describe your history, vision and philosophy. Indicate the number of years you have provided services similar to those requested in this RFP.
- b. Describe your organization's qualifications and experience providing services in a school setting.
- c. A listing of three (3) references where similar services were performed in the last five (5) years. The client reference shall include the name of the organization, contact person, address, telephone numbers and email address.

#### 2. Plan for Delivery of Services

Includes responses to the following:

- a. Describe your expertise, and your understanding and ability to accomplish the services described in the RFP.
- b. Provide a detailed approach to accomplish the overall objective of the project and provide recommendations which might enhance the results.
- c. Describe why you are the best vendor to provide these solutions.
- d. Identify key staff and include a description of their abilities, qualifications and experience.
- e. Minimum Order Information
- f. Lead Time Requirements

#### 3. Food Safety/Traceability

A traceability report will be required for each sample requested in Appendix A Fresh Produce List.

Include responses to the following:

- a. HACCP program
- b. Established Standard Operating Procedures (SOP) with detailed steps for recalls. Ability to identify products and delivery location in the event of a recall
- c. Traceability for each sample requested in Appendix A Fresh Produce List

#### 4. Price Proposal

For purposes of award review, price quoted on line item for must be your June 2024 pricing.

Awarded vendor shall submit a new price list prior to the start of each month that will be fixed pricing for the month indicated.

### 3.2 Evaluation Criteria

The committee evaluating the Offers submitted in response to this RFP may require any or all vendors to clarify or elaborate on their proposal as well as to provide a presentation.

SUSD reserves the right to add, remove, modify or establish additional evaluation point for each criterion. If the District determines that additional evaluation steps are required to determine the best value, the District reserves the right to consider any or all of the following additional criteria; Offeror's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine best value.

SUSD reserves the right to make an award without discussion with any Offeror, after Offers are received. Offeror responses should therefore be submitted on the most favorable terms.

In making the determination which Offers are deemed acceptable and may be reviewed further, the District shall consider the following criteria during the evaluation process:

**Selection Factors:**

1. Organization Experience and Qualification – 10 Points  
The demonstrated ability of the vendor to provide the services, including references.
2. Plan for Delivery of Services – 25 Points  
The adequacy and completeness of the plan offered addressing the Scope of Services
3. Food Safety/Traceability – 25 Points  
Strength of HACCP Plan: Bidder's ability to provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce).
4. Cost – 40 Points  
The Offeror's cost to perform the services as specified in the scope of work.

Offerors must score a minimum of 75 points to be considered for award.

(END OF SECTION)

## Firm Proposal/Offer Form

This Proposal/Offer Form must be duly executed and submitted with any proposal/offer to SUSU.

The Offeror hereby agrees that its proposal/offer is subject to all RFP 25.001 provisions, terms and conditions, attachments, exhibits, amendments and other applicable materials which are attached or incorporated by reference. Offeror hereby agrees to promptly enter into an agreement in substantial accordance with such RFP provisions, terms and conditions, and secure a performance bond within five (5) days of the Districts intent to award the contract.

The Offeror hereby agrees that its attached proposal/offer of which this is part, is a firm and irrevocable offer and valid for acceptance by SUSU for the period ninety (90) days after closing. The Offeror hereby agrees that if its proposal/offer is accepted by SUSU that it shall provide all of the services in accordance with the RFP, as it may be amended.

Name of Person Duly Authorized to Execute this Proposal/Offer: \_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date of this Proposal/Offer: \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Offeror Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Offeror Telephone: \_\_\_\_\_

Offeror Email: \_\_\_\_\_



# Noncollusion Affidavit

## Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

[illegible]

\_\_\_\_\_ being first duly sworn  
deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, the Bidder making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and  
not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put  
in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any  
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in  
any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the  
Bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the Bid price, or of  
that of any other bidder, or to secure any advantage against the District of anyone interested in the proposed  
Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or  
indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company  
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham  
bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchases of goods and services.

### PROPOSER/VENDOR CERTIFICATION FORMS

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER

#### FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

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**The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.**

In addition to other provisions required by the Federal agency or non-Federal entity, all contract made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

*(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when federal funds are expended by Stockton Unified School District, Stockton Unified School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

*(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does the vendor agree to abide by the above? Yes \_\_\_\_\_ Initials of Authorized Representative

*(C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42*

*U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (C) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

***(D) Debarment and Suspension (Executive Order 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM***

**Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

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

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. **See Disclosure of Lobbying Activities.**

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

*(F) Buy American Provision (7 CFR 210.21(d)) – The Stockton Unified School District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food services funds, to the maximum extent practicable, to buy domestic commodities of products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).*

**Vendor Certifies that his/her company complies with the Buy American provision that food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51% of the processed food is from U.S. produced products. If the Vendor is unable to certify compliance with the Buy American Provision, the Offeror shall state that his/her response and provide and explanation as why it cannot certify compliance.**

Pursuant to Section 104(d) of the William F. Goodling Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed products consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFP Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Vendor agrees to comply with applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b>  _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. Status of Federal Action:</b>  _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. Report Type:</b>  _____ a. initial filing _____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  _____ Prime      _____ Subawardee Tier _____, if Known:   <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:    <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**IRAN CONTRACTING ACT**  
**CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE**  
**(Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

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**RECORD RETENTION REQUIREMENT FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**  
**2 CFR § 200.333**

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirement detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

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***CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT***

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

Does vendor agree? Yes \_\_\_\_\_ Initials of Authorized Representative

\_\_\_\_\_  
\_\_\_\_\_  
*Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.*

Vendor's Name/Company Name: \_\_\_\_\_

Company Registered on SAM.gov? Yes \_\_\_\_\_ No \_\_\_\_\_

Address City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**MUST BE COMPLETED AND RETURNED WITH PROPOSAL**



## Sample Agreement

THIS AGREEMENT, made and entered into this 1st day of August, 2021, by and between the Stockton Unified School District, San Joaquin County, California, herein after called the District, and (Contractor Name) hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE AGREEMENT DOCUMENTS:** The complete agreement consists of the following documents: The Notice to Bidders, the Instructions to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Agreement are sometime hereinafter referred to as the Agreement Documents, or the Agreement.
2. **THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other agreement documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said agreement before date of delivery to the District. It is understood by the Contractor that all items or service will be promptly delivered to the District.
3. **PAYMENTS:** By the fifth day of each month, contractor shall submit an itemized invoice in duplicate of materials delivered through the previous month. The District shall pay contractor the full amount of each invoice within sixty (60) days of receipt.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this agreement or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this agreement; it being specifically provided and agreed that time shall be the essence of this agreement.
5. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
6. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the agreement, request any alterations, deviations, additions, or omissions from the Specification or other Agreement Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Agreement, but the cost will be added to or deducted from the amount of said Agreement price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.

b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Agreement unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. **TIME OF COMPLETION:** The Contractor shall begin performance of the Agreement promptly upon due execution and delivery to the District of the Agreement and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Agreement within the period or periods specified in the Agreement Documents.
8. **HOLD HARMLESS:** The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this agreement.
9. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.
10. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
11. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
12. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
13. **ATTORNEY'S FEES:** If suit is brought by either party to this Agreement to enforce any of its terms (including all component parts of the Agreement Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.
14. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Agreement, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.

15. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Agreement in amounts specified in the Information to Bidders. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Agreement. All operations and materials shall be made in accordance with the law.

16. CONDITIONAL BID: The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

DISTRICT:

Stockton Unified School District

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Governing Board Date: \_\_\_\_\_

**EXHIBIT A**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_