



# PERRIS UNION

## HIGH SCHOOL DISTRICT

### **BID DOCUMENTS**

**Invitation for Bid #042825**

**Paper Products for Nutrition Services**

**PERRIS UNION HIGH SCHOOL DISTRICT**

**155 E. 4th Street**

**Perris, CA 92570**

## Notice Inviting Bids

**NOTICE IS HEREBY GIVEN** that this BID #042825 is being issued cooperatively by the Riverside County School Districts listed below. Each school district acting by and through their Governing Boards request pricing for procurement and delivery of paper products. Perris Union High School District, hereinafter referred to as the "DISTRICT", will receive bids for the award of a contract for the purchase of Paper Products for Nutrition Services.

**School Districts participating include:**

Lake Elsinore Unified School District  
 Menifee Union School District  
 Murrieta Valley Unified School District  
 Temecula Unified School District  
 Perris Elementary School District  
 Perris Union High School District

**Invitation For Bid (IFB) Deadline: 2:00 PM on April 28, 2025.**

All bids can be submitted prior to the opening date and time stated above via the Planet Bids platform found on the District website at: <https://pbsystem.planetbids.com/portal/57377/portal-home>. The District will not accept any Bids that are received after the deadline stated above.

**BID DOCUMENTS:** Bidders may obtain the documents necessary to submit a bid ("Bid Documents") *via the District website at:* <https://pbsystem.planetbids.com/portal/57377/portal-home>

**QUESTIONS REGARDING THE BID:** All questions concerning this Bid shall be submitted in writing via the aforementioned website on or before April 17, 2025 at 4:00pm. Contact with District personnel shall be made only through e-mail or the Planet Bids portal; telephone calls will not be accepted. Answers to questions will be posted on the portal by April 23, 2025. All notices, clarifications, and addenda to this Bid shall be posted on the Planet Bids portal.

The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the online portal.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid.

**Publication Dates:** 4/04/2025 & 4/11/2025

**Schedule of Events Bid #042825**  
**Paper Products for Nutrition Services**

**PUBLICATION DATES: APRIL 4TH AND APRIL 11, 2025**

**RESPONDENT QUESTION SUBMISSION DEADLINE: APRIL 17, 2025**

**DISTRICT RFI RESPONSES DUE: APRIL 23, 2025**

**BID SUBMISSION DEADLINE: APRIL 28, 2025**

**DIGITAL BID OPENING: APRIL 28, 2025 @ 2:00 PM**

**NOTICE OF INTENT TO AWARD: APRIL 29, 2025**

**BID AWARD DATE - PENDING BOARD APPROVAL ON: MAY 21, 2025**

<b>To: Press Enterprise</b> <b>Attn: Legal Notices</b> <b>Fax: 951-368-9018</b> <b>Ph: 951-684-1200</b>	<b>This Legal Notice is to be published on the following dates:</b>
	<b>First Publication: APRIL 4, 2025</b> <b>Second Publication: APRIL 11, 2025</b>

The Perris Union High School District will make every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at: <https://pbsystem.planetbids.com/portal/57377/portal-home>

**Bidder's Checklist****REQUIRED ITEMS:**

- ☐ Invitation for Bid Signature Page
- ☐ Certification Regarding Non Collusion Affidavit
- ☐ Certification Regarding Debarment and Suspension
- ☐ Certification Regarding Lobbying
- ☐ Certification on Drug Free Workplace
- ☐ Iran Contracting Act
- ☐ Tobacco-Free School Certification
- ☐ Equal Employment Opportunity Statement
- ☐ References
- ☐ Pricing Worksheet

### **INVITATION FOR BID SIGNATURE PAGE**

This Invitation for Bid (IFB) is for the pricing and distribution of Paper Products for Nutrition Services.

Please bid your lowest, fixed prices for the items or services on the attached Bid Worksheet.

Submit all bids electronically via the Planet Bids portal by the time and date listed above. Follow the Bidder's Checklist to assist with ensuring a complete bid package is uploaded and submitted.

Bids must be submitted no later than 2:00 PM on Monday, April 28, 2025 at: <https://pbsystem.planetbids.com/portal/57377/portal-home>. It is the vendor's responsibility to ensure that their bid is properly uploaded.

The Perris Union High School District reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

<b>By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.</b>	
<b>COMPANY NAME</b>	
<b>SIGNATURE OF COMPANY OFFICIAL</b>	
<b>NAME/TITLE OF SIGNER</b>	
<b>EMAIL ADDRESS</b>	
<b>MAILING ADDRESS, CITY, STATE, ZIP</b>	
<b>PHONE NUMBER</b>	
<b>DATE</b>	

## **BID INSTRUCTIONS AND CONDITIONS FOR BIDDERS**

### **TIME AND PLACE OF BID SUBMISSION**

Bids must be electronically submitted via the Planet Bids portal no later than **Monday, April 28 2025 at 2:00 PM**. Bids received after that time will not be considered.

### **CONTRACT DOCUMENTS**

The complete contract will include the General Instructions and Conditions, Contract Terms and Conditions, the bid of the vendor and its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

### **PREPARATION OF BIDS**

All Bid required items must be completed and submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the *Bid Worksheet*. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included to assist bidders in ensuring that a complete bid package is submitted.

### **BID SIGNATURES**

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

### **ERRORS AND OMISSIONS**

No erasures are permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

### **MODIFICATIONS**

Prior to the Bid deadline, a bidder may modify their bid via the online portal up until the Bid deadline. The District may reject any modified bid if the modification is not completed prior to the Bid Deadline. The District will not accept oral modifications nor any modifications sent via facsimile or electronic transmission.

### **WITHDRAWING A BID**

A bidder may withdraw its bid at any time prior to the Bid Deadline, except as provided in Public Contract Code Section 5100 *et seq.*, in no event may a bidder withdraw its bid during a period of 90 days after the date specified for the opening of bids.

### **ACCEPTANCE OF BIDS**

The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of the same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will NOT be evaluated or considered in the award process.

### **ADDITIONAL INFORMATION/CLARIFICATION**

Questions or comments regarding this Bid must be submitted in writing via the Planet Bids portal on or before April 17, 2025 at 4:30 PM. Contact with the District personnel shall be made only via the portal or email; telephone calls will not be accepted. Answers to questions will be posted on the Planet Bids portal.

All notices, clarifications, and addenda to this Bid shall be posted on the aforementioned portal at <https://pbsystem.planetbids.com/portal/57377/portal-home>. The District shall not be responsible for sending individual notification of changes or updates to any respondents. ***It is the sole responsibility of the bidders to remain apprised of changes to this Bid as shown on the Planet Bids portal.***

### **PRICING**

Bidder shall offer one firm, fixed price for each item offered on the Bid Form for all items. Bids with more than ten (10) empty line items (no price provided) will be deemed non-responsive. The bid shall be awarded as one lot to the lowest responsive and responsible bidder meeting bid terms, conditions and specifications. The price sheet will be calculated, and the lowest bidder will be determined by adding up the totals to get a grand total and assessing the number of line items priced.

Alternate bids will be rejected. Bidders shall not impose any restrictions on quotations for items based on minimum order value or minimum order quantity. Bids stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Errors in price computation on the quotation sheets do not relieve bidder from holding price offered. Veracity of prices or percentage figure submitted in this bid is the sole responsibility of the bidder.

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period. Prices must be firm until June 30, 2026. Price increase may only be on a pass through basis, (i.e., increase to distributor five cents, increase to District five cents) and must be preceded with thirty (30) calendar days written notification to

the District. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

### **ADDITIONS**

During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount not to exceed 10% of additional goods that will be allowed during the next contract renewal year.

### **SAMPLES AND TESTING**

If the Bidder is proposing items/brands other than those specified or if no brand is indicated on Bid Documents, the following shall apply:

- A.** Substitute items shall be of equal quality as that of the brand specified.
- B.** Samples must be submitted to the Perris Union High School District, Nutrition Services, 155 E. 4th St. CA 92570 at least 5 days before the closing date of this Bid.
- C.** Samples must be submitted free of charge. Samples must be clearly marked as to which bidder they belong to. Submit only 1 sample unit, i.e. 1 Container, not a case.
- D.** All packages containing samples must be clearly labeled "BID #042825 - Paper Products for Nutrition Services" and each sample clearly identified as to the bid and item numbers under which it is to be considered.

### **PATENT INFRINGEMENTS**

The successful Bidder(s) shall hold the Perris Union High School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this Bid.

### **AWARD OF CONTRACT**

The District reserves the right to reject any and all bids, or to waive any irregularities or informalities, in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date.

In its discretion, the Governing Board may award a contract to a responsive, responsible bidder, or the Governing Board may reject all bids and may (but is not required to) rebid the goods or services. If the Governing Board awards a contract for the goods or services, the



award will be to a responsive and responsible bidder with the lowest bid. If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the lowest bidder by means of a coin toss.

The bid shall be awarded as one lot to the lowest responsive and responsible bidder meeting bid terms, conditions and specifications. The award will be computed and the low bidder determined by summing the totals to arrive at a grand total and reviewing the number of line items priced.

#### **COMMUNICATION OF AWARD**

Bid awards made by the Board of Education shall not become binding until the Agreement has been fully executed, a signed Purchase Order has been issued, and all necessary insurance and Contract documentation have been provided to the District.

#### **PROPOSAL WITHDRAWAL**

Bid proposals may be withdrawn by the bidder prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids.

#### **PERIOD OF CONTRACT**

The term of this agreement will be from 7/1/2025 through 6/30/2026. Minimum contract term is twelve (12) months. Contract may be extended upon mutual consent between the District and vendor thereafter for two (2) additional twelve (12) month periods, for a maximum of three (3) years, in accordance with Education Code Section 17596. The Board of Education reserves the right to terminate the contract effective at the end of each annual period and is under no obligation to extend the contract.

#### **DISCONTINUANCE OF SERVICE**

When any vendor fails to deliver any product or service or delivers any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the Perris Union High School District.

The Governing Board reserves the right to cancel any articles or services which the successful Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder; provided satisfactory proof is furnished to the Governing Board, if requested.

The District may discontinue service upon 30-day notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

#### **AVAILABILITY OF FUNDS**

Every payment obligation of the School Food Authority (SFA) under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The SFA may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the SFA exercises this provision, no liability shall accrue to the SFA and the SFA shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

### **BID PROTESTS**

A proposer may protest a bid award if he/she believes that the award was inconsistent with Board policy, the Bid specifications, or was not in compliance with law. A protest must be filed in writing with the Superintendent or designee within five (5) working days after receipt of notification of intent to award the contract. The bidder shall submit all documents supporting or justifying the protest. A failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the claims and render a decision in writing within thirty (30) working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board by providing written notice to the Superintendent no later than three (3) business days following the date of issuance of the District's written decision regarding the protest. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final.

### **ORDER CONDITIONS**

There will be **no minimum order requirements** for any items listed on this bid or deliveries to the site.

**The District shall not be obligated to purchase or reimburse the vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.**

### **INFERIOR PRODUCT**

The Vendor agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

### **PACKAGING**

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

### **PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS**

The District will not allow substitutions without prior approval. In the event Vendor is unable to deliver an item as specified in this contract, notification of shortage must be made orally or by electronic mail **at least 48 hours** prior to scheduled delivery to the proper District. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Director of Nutrition Services.

*If substitution is unavoidable due to market conditions, Vendor must provide equivalent item for District approval at no additional cost to the District for product or freight. Authorization of a substitute product shall be at the sole discretion of the District.*

Vendor shall immediately notify Nutrition Services if they become aware of any product changes or reformulation. Failure to provide notification to Nutrition Services of any product changes or reformulation, of which the Vendor is aware of, may result in termination of the contract.

### **DELIVERIES**

Deliveries shall be made a minimum of once or twice per week or on an as needed basis to the school sites listed in the attached schedule (Appendix A- Delivery Schedule).

The District shall reject all bids (regardless of price) that do not have the ability to deliver the product within the required time to the required locations. Give careful attention to the delivery sites and requirements submitted by the District included in the attached schedule (Appendix A- Delivery Schedule).

The District may discontinue service upon 24-hour notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

### **DELIVERY SLIPS/INVOICES AND STATEMENTS**

Delivery slips will be furnished with each delivery, in duplicate and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable credits.

Original - signed by person receiving material and retained by Vendor

Duplicate - shall be left at each location – Nutrition Services copy

Failure to enter the above information on the invoice may cause delay in payment.

Statements must be submitted on a monthly basis and be itemized by site or a separate statement per site. Either will be accepted.

**PAYMENT**

Payment will be made within 30 working days after actual delivery of goods to the required destination as outlined in the **DELIVERIES** conditions and receipt of invoices acceptable to the District. In the event of pricing or invoice discrepancies, payment may be delayed until such time when discrepancies are resolved to the satisfaction of the district.

In addition, successful bidders shall pay manufacturers for goods in a timely fashion.

**TAXES**

The District will pay for state and local taxes. Do not include taxes on the Bid Form.

**QUANTITIES**

Quantities shown are estimated usage of the District for the bid period. The District reserves the right to purchase more or less of the units specified. Prices bid shall be firm and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities.

**SAFETY AND SECURITY**

The Vendor shall comply with all District security regulations. Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the District's Director of Maintenance and Operations immediately.

**INDEMNIFICATION**

To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Vendor's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Vendor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Vendor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

**INSURANCE**

Vendor shall obtain and maintain the insurance coverages and limits as shown within Exhibit A "Insurance Requirements" for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed

these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

**Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.**

### **CONTRACT RENEWALS**

Renewals are contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the Distributor, in writing, thirty (30) days prior to the expiration of the contract. The fixed pricing may be “subject to adjustment” at the beginning of each annual contract period. It is expressly understood that the contract rate increase is not automatic or guaranteed. The Distributor’s request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and negotiate, re-bid and/or terminate said contract within the provisions of the existing agreement. It is understood that increases in the manufacturers and/or processors landed costs to the Distributor are out of the control of the distributor. Those price adjustments may be accepted or rejected by the District. Increases in the Distributors fixed pricing in this Bid may not exceed the increase in the Consumer Price Index for the Los Angeles region or price increase verified by the labor rate increases justified by increases in labor contracts or State of California Department of Industrial Relations prevailing wage rates. The specific index to be reviewed is the CPI for Los Angeles-Riverside-Orange County, California for the month of each year using the Special Aggregate Index category of “All Items Less Shelter” under the “All Urban Consumers” column.

### **MULTI-YEAR EXTENSIONS**

Subject to the provisions of pricing-terms of contract, pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual consent expressed in writing) for two (2) additional one-year periods.

### **REFERENCES**

As part of the bid evaluation, the District will conduct reference checks to confirm information provided as part of this bid, in order to ascertain the Vendor’s qualifications and ability to perform. In the course of performing its due diligence, the District may perform investigations of bidding Vendors that extend beyond contacting references identified in the bids.

### **CONTRACT MANAGEMENT**

The District will monitor the contract during the term to ensure all contract terms are being met. As part of the process the District will require the Vendor to provide documentation to assist the district in validating contract terms are met. In addition, the Vendor shall submit to District led or third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will

serve to ensure compliance with contract terms, and pricing and billing. Vendor must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period, including extensions.

### **TERMINATION**

Either party may cancel for cause with a 30-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 30-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 30-day period. This Contract may be terminated, in whole or in part, for convenience by the District with the consent of the vendor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the vendor upon written notification to the District, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the District may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

This Agreement may be terminated without cause by District upon thirty (30) days written notice to Vendor. In the event of a termination without cause, the District shall pay Vendor for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Vendor for Board approved extra services. Any overpaid amounts will be returned to the District within ten (10) days. The District's termination of the Agreement shall in no way affect Vendor's obligation to hold harmless and indemnify the District.

### **PRODUCT RECALLS**

The Vendor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the District.

### **NON-COLLUSION AFFIDAVIT**

A signed Non-Collusion Affidavit must be completed by the bidder and be submitted as part of the proposal. Proposals without a signed Non-Collusion Affidavit cannot be considered (form enclosed).

### **DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS**

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, that attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Iran Contracting Act Certification Form) must **be completed and submitted with bid. Bids received without these forms/certifications will not be considered.**

### **IRAN CLAUSE**

If this contracts purchase volume will exceed \$1,000,000.00 the Distributor must complete a certification as part of the Iran Contracting Act in accordance with the Public Contract Code Sections 2202-2208. Landed costs are deemed to be the Vendor's costs net of applicable rebates, discounts, allowances and credits which are attributable to Perris Union High School District's business, including but not limited to the District's purchase volume and sales information for which, in part, the rebates, discounts, allowances and credits are based.

All Bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

### **DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Government Code Sections 8350 et seq., the successful Bidder will be required to execute a Drug-Free Work Place Certificate prior to execution of the agreement. The Bidder will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to submit a bid with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the agreement or suspension of payment thereunder. Failure to submit this form, included in this Bid, may result in your Bid being rejected.

### **TOBACCO-FREE DISTRICT**

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Proposers must sign the Tobacco-Free Certification form which must be attached.

### **FINGERPRINTING/BACKGROUND CHECKS**

The successful Vendor agrees to comply with all provisions of Education Code Section 45125.1. Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this bid during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the District with a list of all employees providing services pursuant to this IFB. In the alternative, Vendor shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1.

### **LAWS GOVERNING CONTRACT**

This contract shall be in accordance with the Federal Regulations governing Child Nutrition Programs and the laws of the State of California. The parties stipulate that this contract was entered into in the county of Riverside, in the State of California.

### **FORCE MAJEURE**

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of either Party, the Parties shall notify the other, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to Acts of God, war, or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

### **MINORITY AND WOMEN OWNED BUSINESS**

The USDA encourages procurement opportunities for Women Owned and Minority owned businesses.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of the contract, successful Vendor shall not discriminate against any employee or application for employment because of race, religion, color, sex or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

### **ETHICS**

The District expects the proposers to maintain high ethical standards in engaging in the competitive procurement process. The proposal amount of one proposer should not be divulged to another before the award of the contract. The District may consider any proposer found to be engaging in such practices to be non-responsible and may reject its proposal.

### **CONFLICT OF INTEREST**

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract.

Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of



monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. Nominal value is deemed to be a gift valued of \$50 or less. (2 CFR 200.318)

### **VIOLATION OF CODE ON CONDUCT**

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the District. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

### **FEDERAL NONDISCRIMINATION STATEMENT**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

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**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND**  
**SUBMITTED WITH BID**

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

\_\_\_\_\_ (date), at \_\_\_\_\_ (city),  
 \_\_\_\_\_ (state).

\_\_\_\_\_  
 Bidder Name (Person, Firm, Corp)

\_\_\_\_\_  
 Authorized Representative Signature

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Representative's Name

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Representative's Title

**SUSPENSION AND DEBARMENT CERTIFICATION**  
**U.S. DEPARTMENT OF AGRICULTURE**

<b>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions</b>
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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

Potential Vendor or Existing Contractor (Lower Tier Participant):

---

Printed Name

Title

Signature

Date

**NOTICE: DISTRICT NUTRITIONAL SERVICES**

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR  
BID RESPONSES.

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## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side 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 which 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 it 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 it 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 principals. Each participant may, but is not required to, check the Nonprocurement 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

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clause. The knowledge and information of a participant is 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.

1. Type of Federal Action: Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Bid/offer/applicati <input type="checkbox"/> on Initial award <input type="checkbox"/> Post -award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change  FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned	12. Type of Payment (check all that apply):  <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): Cash In <input type="checkbox"/> -kind; specify: _____ Nature _____ Value		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		

15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
<p>16. 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: (____)_____</p> <p>Date: _____</p>
<b>Federal Use Only:</b>	<b>Authorized for local reproduction Standard Form - LLL</b>

## **DISCLOSURE OF LOBBYING ACTIVITIES**

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

### **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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 follow-up 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 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**PERRIS UNION HIGH SCHOOL DISTRICT**

**DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350, *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - The availability of drug counseling, rehabilitation and employee-assistance programs;
  - The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350, *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

## IRAN CONTRACTING ACT

### (Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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.

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

#### 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

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the information below, and attach documentation demonstrating the exemption approval.

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

### TOBACCO-FREE SCHOOL CERTIFICATION

The Perris Union High School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Perris Union High School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective November 16, 2016 per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Perris Union High School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

Signature of Authorized Representative \_\_\_\_\_

Printed Name of Above \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

“I hereby certify to the Perris Union High School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.”

Signature of Authorized Representative \_\_\_\_\_

Printed Name of Above \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

## **REFERENCES**

1. Have you ever had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the District? Yes                      No

a) If Yes, identify and elaborate and discuss any potential, apparent, or actual conflict of interest:

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2. Each Bidder must include the following reference information:

a) List at least three clients for whom you have provided similar services. Include the names, addresses, telephone numbers, and e-mail addresses of the persons who may be contacted. Information obtained through the references will be evaluated by the District.

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>E-mail Address</u></b>	<b><u>Phone Number</u></b>
<hr/>	<hr/>	<hr/>	<hr/>
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**APPENDIX - A****DISTRICT DELIVERY SCHEDULE BY  
DISTRICT AND SITE****LAKE ELSINORE UNIFIED SCHOOL DISTRICT**

<b>SITE</b>	<b>ADDRESS</b>	<b>DAY</b>	<b>TIME</b>
Lakeland Village	18730 Grand Ave., Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Luiseno	13500 Mountain Rd. Corona CA 92883	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Canyon Lake Middle	33005 Canyon Hills Rd, Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
David A Brown	21861 Grand Hills Rd. Wildomar CA 92595	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Elsinore Middle	1203 W. Graham Ave. Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Terra Cotta Middle	29291 Lake St. Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Elsinore High School	21800 Canyon Dr. Wildomar CA 92595	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Lakeside High School	32593 Riverside Dr. Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Temescal Canyon High	28755 El Toro Rd. Lake Elsinore CA 92532	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m
Warehouse Food Service DO	550 Birch St. Lake Elsinore CA 92530	THURSDAY	Standard Times: 6:00 a.m. - 1:30 p.m



**MENIFEE UNION SCHOOL DISTRICT**

<b>SITE</b>	<b>ADDRESS</b>	<b>DAY</b>	<b>TIME</b>
Menifee NS Warehouse	26301 Garbani Rd., Menifee CA 92584	MONDAY OR TUESDAY	Standard Times: 6:30 a.m. - 1:30 p.m.

**MURRIETA VALLEY UNIFIED SCHOOL DISTRICT**

<b>SITE</b>	<b>ADDRESS</b>	<b>DAY</b>	<b>TIME</b>
Cole Canyon Elementary	23750 Via Alisol, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Murrieta Valley HS	42200 Nighthawk Way, Murrieta CA 92562	FRIDAY	Standard Times: 5:45 a.m.- 2:15 p.m.
Thompson Middle School	24040 Hayes Ave, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Murrieta Elementary	24725 Adams Ave, Murrieta CA 92562	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
E. Hale Curran Elementary	40855 Chaco Canyon Rd., Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Shivela Middle School	24515 Lincoln Ave., Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Avaxat Elementary	24300 Las Brisas Rd., Murrieta CA 92562	FRIDAY	Standard Times: 6:30 a.m.- 2:00 p.m.
Tovashal Elementary	23801 St. Raphael, Murrieta CA 92562	FRIDAY	Standard Times: 7:00 a.m.- 1:30 p.m.
Antelope Hills Elementary	36105 Murrieta Oaks Ave., Murrieta CA 92562	FRIDAY	Standard Times: 7:15 a.m.- 1:45 p.m.
Vista Murrieta HS	28251 Clinton Keith Rd., Murrieta CA 92563	FRIDAY	Standard Times: 5:30 a.m.- 2:00 p.m.
Rail Ranch Elementary	25030 Via Santee, Murrieta CA	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.

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	92563		
Alta Murrieta Elementary	39475 Whitewood Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
Buchanan Elementary	40125 Torrey Pines, Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:00 p.m.
Warm Springs	39245 Calle de Fortuna, Murrieta CA 92563	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Monte Vista	37420 Via Mira Mosa, Murrieta CA 92563	FRIDAY	Standard Times: 7:30 a.m.- 2:45 p.m.
Lisa J. Mails	35185 Briggs Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:15 a.m.- 1:45 p.m.
Dorothy McElhinney MS	35125 Briggs Rd., Murrieta CA 92563	FRIDAY	Standard Times: 7:00 a.m.- 2:30 p.m.
Murrieta Mesa HS	24801 Monroe Ave., Murrieta CA 92562	FRIDAY	Standard Times: 6:00 a.m.- 2:30 p.m.

#### **PERRIS ELEMENTARY SCHOOL DISTRICT**

<b>SITE</b>	<b>ADDRESS</b>	<b>DAY</b>	<b>TIME</b>
Clearwater Elementary	1640 Murrieta Rd, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Enchanted Hills Elementary	1357 Mt. Baldy St, Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Good Hope Elementary	24050 Theda St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Innovative Horizons Charter School	1461 North A St., Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Palms Elementary	255 East Jarvis St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Perris Elementary	500 South A St., Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm

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Railway School of Math, Science and Technology	555 Alpine Drive, Perris CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm
Sky View Elementary	625 Mildred St, Perris CA 92571	MONDAY-FRIDAY	Standard Times: 6:00 am - 7:30, 8:00 am - 10:30 am, or 12:30 pm - 2:00pm

**PERRIS UNION HIGH SCHOOL DISTRICT**

SITE	ADDRESS	DAY	TIME
Perris High School (PHS)	175 E. Nuevo Rd. Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m. Dark Drops and Night Drops Available
Paloma Valley High School (PVHS)	31375 Bradley Rd. Menifee, CA 92584	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m.. Dark Drops and Night Drops Available
Heritage High School (HHS)	26001 Briggs Rd. Romoland, CA 92585	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m. Dark Drops and Night Drops Available
Pinacate Middle School (PMS)	1990 South A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m. Dark Drops and Night Drops Available
California Military Academy (CMI)	755 North A Street Perris, CA 92570	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m. Dark Drops and Night Drops Available
Liberty High School (LHS)	32255 Leon Rd. Winchester, CA 92596	MONDAY-FRIDAY	Standard Times: 6:00 a.m. -2:00 p.m. Dark Drops and Night Drops Available

**TEMECULA UNIFIED SCHOOL DISTRICT**

SITE	ADDRESS	DAY	TIME
Temecula Valley District Office	31350 Rancho Vista Rd Temecula, CA 92592	THURSDAY	Standard Times: 7:00 a.m.- 2:00 p.m.

**PERRIS UNION HIGH SCHOOL DISTRICT**

**SAMPLE AGREEMENT FOR BID #042825 PAPER PRODUCTS FOR  
NUTRITION SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Perris Union High School District of Riverside County, California hereinafter referred to as “District,” and \_\_\_\_\_ hereinafter referred to as “Vendor”.

**WITNESSETH:**

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor to provide Paper Products to the school sites within the District for the Nutrition Services department as a result of the Award of Bid for Bid #042825 Paper Products for Nutrition Services.

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The initial term of this Agreement shall be from July 1, 2025 to June 30, 2026.
  - 1.1 The contract may be renewed annually upon mutual consent expressed in writing by the District and Vendor for up to two (2) additional one (1) year terms in accordance with Education Code 17596, 39644 and 81644.
  - 1.2 The agreement will not automatically renew.
  - 1.3 Written notice of Vendor’s intent to renew a subsequent term and its related contract shall be delivered to the Director no later than May 1 of the current contract year. For example, contracts for the second term (2025-26 school year) must be delivered by May 1, 2025.
2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement;
  - 2.1 All District Bid Documents and Forms for Bid #042825 Paper Products for Nutrition Services.
3. **SCOPE OF WORK:** As directed by the District, the Vendor agrees to the following:

Vendor shall provide all goods, materials and services as prescribed and required by the General Conditions, Instructions to Bidders, Notice to Bidders, District Item Usage Report, and all documents provided by the District forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement (“Contract Documents”), all of which are incorporated by reference as though set forth in full herein.

4. **DISTRICT DESIGNEE:** Vendor shall provide its Services and Products to Audrey Mitchell, Director of Nutrition Services, who is the District's designee in this matter ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Vendor agrees and understands that travel is required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for delivery/travel related costs to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Vendor shall hire any subcontractors needed to provide the Services and/or the Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties hereto that the Vendor, and any of its employees or subcontractors while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an officer, agent or employee of the District. Vendor shall determine the means, method and details of providing the Services and/or the Products. Subject to this Agreement, Vendor retains the right to provide similar or different Services or Products for others during the term of this Agreement. Vendor shall pay all wages, salaries, benefits and other amounts due its employees and subcontractors, and shall be responsible for all reports and obligations respecting its employees and subcontractors.

8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or the Products. The District, may, upon applicable request, disclose any proposal to the extent it is a public record in accordance with California law. All information submitted is to be considered public knowledge and will be subject to the Public Records Act or any other applicable laws. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or the Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall defend, indemnify and

hold harmless the District, and its officials, agents, volunteers and employees (“indemnified parties”) from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of Vendor’s performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, Vendor shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible. Vendor shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District’s Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District’s Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District’s Designee.

**12. FEE:** Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Bid Form(s), incorporated herein by reference. Payment will be made within 30 days after actual delivery of goods to the required destination as outlined in the Bid Documents and receipt of invoices acceptable to the District.

**13. CONDUCT:** Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or the Products assigned to them.

**14. TERMINATION:** Either party may cancel for cause with a 30-day notification if either party breaches a provision of this Contract (7 *CFR*, sections 210.16[d] and 250.12[f][9]). The nonbreaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the nonbreaching party shall give a 30-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 30-day period. This Contract may be terminated, in whole or in part, for convenience by the District, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 *CFR*, Section 200.339[a][3]). The Contract may also be terminated, in whole or in part, by the vendor upon written notification to the District, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the District may terminate the Contract in its entirety (2 *CFR*, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

**15. DEFAULT:** The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Agreement if:

- A. The Vendor fails to make delivery within the time specified herein;

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the District. Seller shall be responsible for cost of replacement if purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that any of the participating school districts terminate their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the participating school districts for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which are not terminated.

**16. NONFUNDING:** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

**17. AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

**18. ENTIRE AGREEMENT:** It is understood and agreed that this Agreement and all Bid documents set forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding on the successors and assigns of the parties.

**19. PERMITS & LICENSES:** Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.

**20. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.

**21. COMPLIANCE:** Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or the Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or the Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**22. RECORDS:** Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**23. FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.

**24. NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Vendor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code



Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Vendor agrees to require like compliance by any subcontractors employed on the work by him.

**25. WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to his employees.

**26. WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

**27. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

*SIGNATURE PAGE TO  
FOLLOW*

*Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.*

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

**VENDOR:**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

**DISTRICT:**

Perris Union High School District

By: \_\_\_\_\_

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

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

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

### **EXHIBIT "A" - Insurance Requirements**

Contractor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Contractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage.
  - a. The Commercial General Liability Coverage shall include the following endorsements:
    - i. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
    - ii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
    - iii. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
  - b. The Commercial General Liability Coverage shall not include the following endorsements:
    - i. Amendment of Contractual Liability
    - ii. Total Pollution Exclusion
    - iii. Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

a. The Business Auto coverage shall include the following endorsements:

- i. Broadened Pollution Coverage Endorsement;
- ii. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable “when required by written contract or agreement”;
- iii. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
- iv. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.

3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

a. The Workers’ Compensation coverage shall include the following endorsements:

- i. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;

b. If Contractor is using a Professional Employer Organization or any other type of staffing company to lease employees, Contractor must notify and seek approval from the Risk Management Department of the District prior to the execution of this Agreement.

4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.

a. The Umbrella or Excess Liability coverage shall include the following endorsements:

- i. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;

5. If Contractor has access to or will be receiving any personal or private information about the District or its students, personnel, students or parents or any other third party:

a. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or

event with an annual aggregate of \$2,000,000.

- b. The policy shall minimally cover claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - c. The policy shall protect the District for breach response costs as well as regulatory fines and penalties with a limit that equals not less than \$200 per student in the aggregate.
- 6. Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
  - 7. Should any required insurance policies be cancelled, non-renewed or if the Contractor fails to renew, Contractor shall provide notice of such cancellation immediately to the District.
  - 8. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
  - 9. Certificates of Insurance Coverage shall be filed by Contractor with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by Contractor. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.