



**RFP 22-23-01
REQUEST FOR PROPOSALS
for
CAFE SPEED LINE**

Submittal Due on or Before:
Sept 23, 2022 at 3:00pm

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: April Lara

For Additional Information Please Contact:
April Lara | Director of Purchasing
bids@orogrande.org

INSTRUCTIONS & CONDITIONS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Oro Grande School District, County of San Bernardino, State of California, will receive sealed proposals up to but no later than 3:00pm on 9/23/22 in the Business Services Department located at 19900 National Trails Hwy Oro Grande, Ca 92368 for the following bid:

Request for Proposal – RFP 22-23-01 Cafe Speed Line

RFP packets can be obtained at the district's

website: https://www.orogrande.net/departments/business_services/purchasing/bids_proposals or by emailing bids@orogrande.org.

Each proposal must conform and be responsive to this invitation, the instructions and conditions, the specifications, and all other documents comprising the pertinent contract documents. The district reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals. No proposer may withdraw their proposal for a period of sixty (60) days after the date set for opening.

OPTIONAL JOB WALK

Date: 9/9/2022

Time: 11:45 am

Location: 19900 National Trails Hwy, Oro Grande Ca 92368 (High School)

IMPORTANT NOTE: All attendees must provide *Driver's License* and *COVID Certification of Compliance* for check in. District Office check in will be from 11:30am - 11:45am, Job Walk will begin promptly at 11:45am.

TIMELINE

Initial RFP Posting & Official Notice on 9/2/22

Optional Job Walk on 9/9/22

RFP Questions Due from Proposers at 3:00pm on 9/14/22

Districts Response to Questions by 4:00pm on 9/16/22

RFP Responses Due by 3:00pm on 9/23/22

Board Approval on 10/5/22

Notification of Selected Vendor by 3:00pm on 10/10/22

* Subject to change at District discretion

CLARIFICATION OF PROPOSAL

The District reserves the right to contact any and all vendors submitting proposals for the purpose of clarifying issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the proposal. The contact person must be available to answer questions via email and/or telephone between the hours of 11:00am -3:00pm on 9/26/22 through 9/30/22.

Proposals shall be made in accordance with the following instructions:

1. Deadline for Receipt of Proposals: Five (5) original hard copies and one (1) electronic copy (.pdf) of proposals shall be received Attention: April Lara, Purchasing Department of the Oro Grande School District located at 19900 National Trails Hwy,

Oro Grande Ca 92368. Responses must be sealed, clearly marked “**RFP 22-23-01 Cafe Speed Line**” and received not later than **9/23/22**.

2. **Requests for Information:** Any questions relative to the RFP regarding documents, discrepancies, omissions or doubt as to meanings should be directed to the Director of Purchasing, April Lara at bids@orogrande.org..

3. **Forms:** Proposals shall be made in the format specified by the District. All items should be addressed. Numbers should be stated in figures, and the signatures of all individuals must be in longhand ink. The submission should be made without interlineations, alterations, or erasures.

4. **Non-Collusion Declaration:** Each Proposer must return a fully executed Non-Collusion Declaration, as required by Public Contract Code section 7106, with the completed proposal. The Non-Collusion Declaration is included in this package.

5. **Addenda or Bulletins:** Any addenda or bulletins issued prior to the RFP due date shall form a part of the specifications of the RFP. If addenda are issued for this RFP, they will be posted on the District’s website at https://www.orogrande.net/departments/business_services/purchasing/bids_proposals and the form for recognizing any addenda is part of this package. If there are no addenda or bulletins issued prior to the RFP due date, this form will not be required to be included in the proposal package.

6. **RFP Price Form:** Proposer shall return the RFP Price Form with their proposal. Proposer shall include a lump sum amount for the work performed under the scope of service.

7. **Cost of Preparation:** All costs for preparation of proposals shall be borne by the Proposer.

8. **Retention of Information:** The District reserves the right to retain all proposals. The District will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

9. **Withdrawal of Proposals:** Any Proposer may withdraw their proposal either personally by written request or email request confirmed at any time prior to the scheduled closing time for the receipt of proposals.

10. **Rejection of Proposals:** The District reserves the right to accept or reject any and all proposals. The District reserves all its rights and options including:

- To reject any and all Proposals that fail to meet the requirements of this RFP;
- To accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
- To request clarification from any Proposer;
- To reject any and all non-responsive Proposals;
- To waive irregularities in any Proposal that the District may elect to waive;
- To reject all Proposals without cause;
- To issue subsequent requests for new proposals; or
- To discontinue discussions after commencing discussions with a Proposer and commence discussions with other Proposer(s).

11. **Award of Contract:** The Governing Board of Trustees reserves the right to reject any or all proposals, or to waive any

irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in the best interest of the District.

12. **Term.** Vendor shall commence Services under this Agreement on **12/19/22** or an agreed upon date by both District and vendor. Vendor will diligently perform services for a duration allowable per California Ed. Code Section 17596 unless the Agreement is terminated and/or otherwise canceled prior to that time.

13. **Termination for Convenience:** The District will have the right to terminate the agreement at any time for convenience that is without cause, with thirty (30) days written notice to the other party. Under this circumstance, once notified in writing, all project work shall immediately cease. The District will pay for work performed. The parties shall meet to agree on the value of the work performed prior to the submission of a final invoice.

14. **Statement of Confidentiality:** Responses to this RFP becomes the exclusive property of the District upon receipt. All proposals received in response to this RFP become a matter of public record and shall be regarded as public records. A Proposer may designate elements in its proposal which are defined as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary."

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the District will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

15. **Discounts** Any discount which the Proposer desires to provide the District must be stated clearly on the proposal form itself so that the District can calculate properly the net cost of the proposal

16. **Prevailing Law** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

17. **Governing Law and Venue** In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Bernardino County.

18. **Applicable Law** Vendor complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act., and California Department of Public Health Orders.

19. **Insurance Requirements** The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

A. Commercial General Liability (CGL): CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

20. Public Works: Completion of this contract may require a service provider to install equipment and cabling which will increase the scope of this RFP and cause it to become subject to public works requirements. To the extent the project is considered to be a public works project, it will be subject to all applicable provisions of the Public Contract Code, Labor Code, and other laws, regulations, rules and other governmental requirements relating to public works construction, including, without limitation, requirements for payment of prevailing wages, and the successful vendor shall be required to know and comply with any and all such applicable requirements.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the successful vendor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the successful vendor, without further acknowledgement by the parties.

The successful Proposer and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). A copy of the per diem rates of Prevailing Wages applicable to the Project is on file and available for review at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

21. Delivery of Bonds, Certificates, Etc.: Unless otherwise specified herein, the successful vendor shall, within fourteen (14) calendar days after notice by the District, sign and deliver all bonds, certificate of insurance, and other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

22. Hold Harmless: The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

SCOPE & PRODUCT SPECIFICATIONS

The Oro Grande School District has determined that it would be advantageous to establish a contract with a responsible vendor that can provide customized Cafe Speed Line Equipment and obtain the highest quality product for the District's daily meal distributions and at the best price. This District goal is to provide outdoor freestanding lunch serving stations for increased efficiency in managing a Breakfast and Lunch service that is most beneficial to our students.

The District will expect the selected vendor to work closely with the Executive Director of Nutrition Services and Director of Purchasing to create the best customized product for the school. Proposed products must include but are not limited to customized graphics, detailed warranty, delivery, installation, and any applicable maintenance plans.

PRODUCT SPECIFICATIONS: Cafe Speed Line that includes but not limited to:

- Outdoor Freestanding Lunch Serving Stations
- (2) Portable Cafe Speed Line Equipment Storage- Dimensions: 123" Interior Width, 83" Opening Height, 39" Interior Depth
- Awning Stanchion Modifications
- Menu/ Information Center
- (1) POS Station
- (1) Speed Rack
- (1) Heated Warming Cabinet
- (2) Double Door Coolers
- (1) (3) Well Hot Well
- (1) Heated Take Out Shelf

PRICING: All prices shall include delivery and installation costs in fulfilling the terms of this contract. The Proposer shall submit an itemized list of all proposed costs for the products and services. New products added after the execution of the contract shall be similar in nature to what is called for in the RFP. Products not falling within the items listed in your response will need to be approved by District Administrators.

GUARANTEE/WARRANTY: Proposer shall provide a detailed statement of guarantee, replacement policy, and refund policy. Failure to do so will obligate the proposer to a full unlimited warranty at the discretion of the District.

GENERAL COMPANY INFORMATION:

- State the name of your company, home office address, and the name, phone number, fax number, e-mail address, and title of the primary contact person for your proposal.
- Experience in outdoor freestanding lunch serving station equipment including the total number of employees and participants you currently service.
- Does your company have a website? If so, provide the universal resource locator (URL).
- Number of years in business under current name.
- Have you worked with other school districts?
- Please describe your insurance capabilities for this project.

IMPLEMENTATION PLAN

- Indicate the responsibilities of the District in the implementation and transition process and the estimated time the District resources will need to dedicate to the project during implementation.
- How long would the implementation process and issuance take?
- Will your representatives be available on-site for initial implementation meetings and on-going informational meetings?

MISCELLANEOUS: Provide any additional information you feel may be relevant in evaluating your proposal.

EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during discussions, and/or negotiations shall also be utilized in the final selection decision. the District reserves the right to waive any and all irregularities and award the contract to the firm or firms, which, in the sole opinion of the District, best fulfills the terms and conditions of this request.

- **Proposed Pricing:** Based on lowest price for the item actually to be purchased after the built out of the Design
- **Proposed Products and Input on Final Design Ideas:** This score will be based on how the design best meets the needs of our school. Quality of the equipment will be a major consideration as well as the amount of storage it provides for storing and displaying products.
- **Warranty of Products:** The length of the warranty will be the major factor in this score. Any extended warranty will also be considered in this score
- **Delivery Time of Products including Implementation Plan:** Lead times on the finished product will be a major factor in this score. Give approximate lead times from time of order until product is delivered.
- **Quality of Materials:** List the type of material used to construct the Speed Line equipment and Lock Up Security Capabilities.

Evaluation Criteria Assigned Weight

Proposed Pricing 30%

Proposed Products and Ability for Input on Final Design 20%

Warranty of Products 15%

Delivery Time 20%

Quality of Materials 15%

NONCOLLUSION DECLARATION

(To Be Executed by Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the of_, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Public Contract Code 7106 CCP 2015.5

NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

CONFLICT OF INTEREST

Vendor and/or Vendor Parties shall at all times comply with the conflict of interest requirements as required by this Agreement and as set forth below. Specifically, by checking the applicable box below, Vendor hereby represents and warrants to District the following:

- ☐ Vendor and/or Vendor Parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
- ☐ Vendor and/or Vendor Parties have read and understand the District's Conflict of Interest Code and, Vendor knows or has reason to believe that Vendor has a conflict of interest that requires disclosure and Vendor and/or Vendor Parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code.

Vendor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each proposer shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total proposal; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this proposal.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one half of one percent of the prime contractor's total proposal, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total proposal as to which his original proposal did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Subcontractor	Location & Place of Business

PROPOSAL FORM & PRICE LIST

Having carefully examined the RFP Specifications, Instructions and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

ADDENDA (if any): Issued in accordance with the Instructions to Proposers, the undersigned acknowledges receipt of Addenda Nos. .

The undersigned hereby proposes and agrees to furnish and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below together with the signatures of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed below.

Corporate Seal (if a corporation)

Proper name of Bidder

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

E-mail

Date

PRICE LIST

PACKAGE	DESCRIPTION	PRICE
Outdoor Freestanding Lunch Serving Station Equipment with Custom Graphics		
Additional Options: Solar Power Option Point of Sale Station Option Extra Security Features Option List Any Additional Options and/or Equipment: _____ _____ _____ _____ _____		
Tax		
Delivery & Installation Cost		
Any Additional Costs Associated		

If necessary, please attach any additional pricing pages. It is the Districts discretion to select one or more options for final contract price. Contract will be written as a not to exceed amount for the total project cost.

AGREEMENT

THIS AGREEMENT made this ___ day of _____ 2022, in the County of San Bernardino, State of California, by and between the Oro Grande School District, here in after called DISTRICT, and _____, hereinafter called VENDOR.

WITNESSETH that the DISTRICT and the VENDOR for the considerations stated herein agree as follows:

ARTICLE 1 – SCOPE OF WORK. The VENDOR shall perform within the time stipulated the contract as herein defined, and shall provide all product, shipping, and delivery to complete in a workmanlike manner all of the work required in connection with the following titled project: RFP 22-23-01 Cafe Speed Line in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 – CONTRACT PRICE. The District shall pay to the VENDOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, and including any applicable sales, use or other taxes or costs, the sum as stated on the itemized bid form. Payment shall be processed upon proper submission of Vendor within 45 days. Conditional and Unconditional Labor and Material Lien releases shall accompany billing and payment. All Vendor billings shall be paid upon approval by District Designee.

The expenditure through this proposal will not exceed amount: \$ _____

ARTICLE 3 – CONTRACT TERM. Contract will be from 12/19/22 thru 1/06/23 .

ARTICLE 4 – COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- RFP Instructions and Conditions
- Scope & Product Specifications
- Non-Collusion Declaration
- Nondiscrimination by Supplier
- Conflict of Interest
- Contractor's Certificate/Workers Compensation
- Designation of Subcontractors
- Proposal Form
- Agreement

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties. IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

PROVISIONS REQUIRED BY LAW

Consultant shall comply with all federal, state and local laws and ordinances applicable to such work. Consultant shall provide Workers' Compensation insurance or self-insure his or her services. If Consultant is an individual, he or she shall certify

whether or not Consultant is a retired member of the State Teachers Retirement System of the State of California. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction

**CERTIFICATION OF COMPLIANCE ADDENDUM
CALIFORNIA VACCINE VERIFICATION FOR WORKERS IN SCHOOLS**

The Vendor and/or Vendor Parties shall at all times during the term of the Agreement comply with the COVID-19 certification requirements as required by this Agreement and as set forth below. Specifically, by checking the applicable box below, Vendor hereby represents and warrants to District the following:

- ☐ Vendor and/or Vendor Parties will not be present on a District school site when District students are present during the term of this Agreement.
- ☐ Vendor and/or Vendor Parties shall or may perform Services on a District school site when District students are present during the term of this Agreement and, at no cost to District, they have either been fully vaccinated against COVID-19 as defined by the Centers for Disease Control and Prevention (CDC) or will be tested for COVID-19 with a polymerase chain reaction (PCR) test in accordance with current local/county/state guidelines. Vendor and/or Vendor Parties shall adhere to all applicable COVID-19 safety standards.

Vendor shall maintain on file records showing that the Vendor and/or Vendor Parties were vaccinated against COVID-19 or are complying with the Testing Protocol. These records shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

Vendor further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students

TUBERCULOSIS CERTIFICATION

The Vendor and the Vendor Parties shall at all times comply with the tuberculosis certification requirements as set forth below. Specifically, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

Vendor and/or Vendor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.

The following Vendor and/or Vendor Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section 49406.

Vendor shall maintain on file the certificates showing that the Vendor Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the

tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

FINGERPRINTING REQUIREMENTS

(A) Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services by Consultant, I Consultant will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

(B) District has determined that Consultant's services will result in limited contact with pupils. Consultant is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If Consultant is unwilling to comply, Consultant's employees may not enter any school site until Consultant provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

MEGAN'S LAW (SEX OFFENDERS)

I have verified and will continue to verify that the employees of the Vendor having contact with District students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

VENDOR:

By: _____

Name: _____

Title: _____

DISTRICT:

ORO GRANDE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____