



## San Ramon Valley Unified School District

REQUEST FOR BID

RFB# 875

For

NON-FOOD SUPPLIES

For Child Nutrition Department

Bid must be received no later than:

Bid Deadline: TUESDAY, MAY 10, 2022 @ 9:00 AM (Pacific Time) and no minutes

**Deliver response to the office of:  
Director of Purchasing  
or Designee  
699 Old Orchard Drive  
Danville, CA 94526**

[WWW.SRVUSD.NET](http://WWW.SRVUSD.NET)

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SCHEDULE and FORMS (must be returned along with the Bid Form):

- A - Reference
- B - Criminal Background Check/Tuberculosis Clearance Written Certification Form
- C - Survey- Qualification and Questionnaire
- D - Acknowledgment of Addenda
- E - Non-Collusion Affidavit
- F - Worker's Compensation Certificate
- G - Designation of Subcontractors
- G.1- Suspension and Debarment Certificate
- G.2 - Contractor Responsibility Questionnaire
- H - Proof of Insurance

Additional Exhibits:

- District Boundary Map

NOTE: The Table of Contents is to be made a part of the above referenced bid.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT  
699 OLD ORCHARD DRIVE  
DANVILLE, CA 94526**

**NOTICE TO BIDDERS**

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for the following:

RFB # 875 Non-Food Supplies Bid.

Bid Due: Tuesday, May 10, 2022 @ 9:00am (Pacific Time)

Each bid must be sealed, marked with the **RFB # and TITLE** and returned no later than the date and time specified above. Bids must be delivered to the Office of Purchasing Director or Designee of the San Ramon Valley Unified School District, 699 Old Orchard Drive, Danville. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above Office by the time and date stated. It is the sole responsibility of the bidder to assure that the RFB is received by the Purchasing Director or Designee prior to the opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late, unsealed, unlabeled, incomplete quotes, or quotes otherwise not in compliance with the General Conditions of this Request to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: RFB CLARIFICATION, no later than April 27, 2022 @ 11:00 am (Pacific Time).

Director of Purchasing or  
Designee or Designee

Publish Dates: April 19 & 26, 2022

# INTRODUCTION

## ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) covers an 18 square mile area, encompassing the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities in east San Ramon) as well as a small portion of the cities of Walnut Creek and Pleasanton. The District is comprised of 36 schools serving more than 31,000 students in Transitional Kindergarten through Grade 12.

## Facts and Figures

36 Schools (22 elementary schools; 8 middle schools; 4 comprehensive high schools; 1 continuation high school; 1 independent study school)

Additional information on SRVUSD can be found at: [www.srvusd.net](http://www.srvusd.net)

## CALENDAR OF EVENTS

Event	Date	
Public Notice	April 19 & 26, 2022	Daily Journal - San Ramon Valley Times
Last Day for Clarification/Questions	April 27, 2022 @ 11 am	Purchasing@SRVUSD.NET
Bid Opening Date	TUESDAY, May 10, 2022 @ 9:00AM	SRVUSD District Office
Evaluation Period	May 11-13, 2022	District Committee
Board Report	June 7, 2022	Board Meeting

**DEFINITIONS**

ASB-Apparent Successful Bidder

**PROPOSAL-** The term "Bid" "proposal", and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request for Bid (RFB).

**PURCHASE ORDER (PO)** - The documents that specifically describes the supplies to be procured and delivered.

**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT-** The terms, "Owner", "District", "SRVUSD", "Purchasing Director", "Buyer", "Department", are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

**REQUESTOR-**The terms "Requestor", "requesting department", "department", "end user", "school site" or "originator", are interchangeably herein and refer to the same entity, the receiver of goods and services.

**RFB, RFP or RFQ** are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

**SELLER---** The term "Seller", "Supplier", "Contractor", "Bidder", "Respondent", "Provider", "Offeror" and "Vendor", are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

**Request For Bid - RFB# 875**

**This is NOT an order.**

**INSTRUCTIONS AND CONDITIONS**

**BIDDERS RESPONSIBILITIES**

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, submittals, requirements and specifications before submitting a bid. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 875.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the instructions and specifications fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items within the required time frame.

This Request for Bid, when returned to the San Ramon Valley USO as an offer for material and/or services will constitute the full agreement between the District and Vendor. Any changes to the attached documents for proposal must be made at the time the bid is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a Notice of Award will not be accepted. Unless the District includes a stipulation for a separate agreement to be executed, the District will not execute any other agreement in conjunction with this bid request.

Incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

**INTENT**

The San Ramon Valley Unified School District as mentioned herein, on behalf of the District's Child Nutrition Department, will receive sealed bids for non-food supplies and to select a vendor that will provide superior quality supplies and materials in full accordance with the specifications, terms and conditions contained herein.

**CONTRACT VALIDITY AND TERM EXTENSION**

The term of the contract which may be awarded pursuant to this RFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of two (2) additional one (1) year terms for a total contract terms of three (3) years maximum after issuance of a Contract with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District.

### **DEADLINE FOR RECEIPT OF BID**

Bid proposals must be filed at the office of the Purchasing Director or Designee located at or Designee at 699 Old Orchard Drive, Danville, CA 94526 no later than **TUESDAY, May 10, 2022 at 9:00 am (Pacific Time) and no minutes, no seconds. It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on- time.**

### **CLARIFICATION DEADLINE**

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than **April 27, 2022 at 11:00 am**. No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.

### **ADDENDA OR BULLETINS**

Any addenda or bulletins issued during the time of bidding shall form a part of the scope of work and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

### **MODIFICATIONS**

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

### **WITHDRAWAL OF BID PROPOSALS**

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

### **BASIS OF AWARD**

San Ramon Valley Unified School District intends to award to the lowest responsive, responsible bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. The District reserves the right to consider quality, vendor capability, staffing, transportation, delivery and any other information considered to be in the best interests of San Ramon Valley Unified School District. Bidder must demonstrate in their Bid response that they have the available resources necessary to successfully provide SRVUSD's requirements.

The District reserves the right to reject all bids. The District also reserves the right to waive informalities and minor irregularities in bids received.

The award, if made, will be within five (5) days of the approval by the Board of Education. If the bidder to whom an award is made fails or refuses to execute the Contract and provide the required submittals, certificates, licenses and permits within fifteen (15) days of the award, the District may award the contract to the next lowest responsive bidder, reject all bids, call for new bids or disqualify the bid. The District reserves the right to inspect any bidder's plant, fleet, and equipment to determine bidder preparedness prior to making an award.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to PCC Section 20117.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

### **GOVERNING BOARD**

This RFB will result in award of a Contract. The award of the contract will be by action of the Governing Board and to the lowest responsible, responsive bid from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within five working (5) days after notification of award of the contract, the District may award the contract to the next best value bidder or release all bidders.

### **PREPARATION OF BIDS**

All bids must be prepared and submitted using only the bid form, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated, and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

### **SUBMITTAL OF BIDS**

Bid response may only be submitted to the office of the Director of Purchasing or Designee, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one original set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.



## **PRICING**

Unless otherwise indicated, prices quoted herein are considered FIRM and shall remain open and not be withdrawn for a period of one hundred and twenty (120) days after the due date. A successful vendor shall not be relieved of the bid submitted without the District's consent or vendor's recourse to PCC sections 5100 et.seq.

## **BID PROTEST**

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing or Designee no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

## **PUBLIC RECORDS**

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.

## **TAXES**

California Sales Tax should NOT be included in the quoted amount.

## **ERRORS AND CORRECTIONS**

No erasures or white-out will be 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 may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

## **COST OF BID PREPARATION**

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

**FOB DESTINATION**

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, and drayage or labor charges not indicated herein.

**FAILURE TO BID**

Failure to notify the District in writing of a "no bid response" may result in the vendor being removed from the District's bidders list.

**EVIDENCE OF RESPONSIBILITY**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing to the successful execution and completion of the contract.

**NON-COLLUSION AFFIDAVIT**

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

**RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT**

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

**GOVERNING LAW AND VENUE**

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

**TRANSFER OF INTEREST**

No interest in the contract shall be transferred to any other party without permission of the District.

**INDEMNIFICATION**

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

**LIABILITY OF DISTRICT**

District's payment obligations under this agreement shall be limited to the payment of the compensation provided under this contract. Notwithstanding any other provision of this agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this agreement.

**INDEPENDENT CONTRACTOR**

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

**CONFLICT OF INTEREST**

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Govt. Code Section 87100 *et seq*). Furthermore, Vendor certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Vendor also hereby certifies that to its knowledge, no current Board member or employee of the San Ramon Valley Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Vendor, except as allowed under his/her official duties. Vendor understands that any violation of this Section shall make the Agreement voidable by the District.

**PROPRIETARY AND CONFIDENTIAL INFORMATION OF THE DISTRICT**

In connection with this Agreement, the Contractor may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. Contractor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Contractor to civil liability. Consequently, Contractor agrees that all information disclosed by the District to the Contractor shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Contractor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data. Contractor shall comply at all times with the requirements of the Family Educational Records Privacy Act ("FERPA") and relevant state law regarding the confidentiality and handling of confidential student information, including but not limited to California Education Code Sections 49073 and sequential. Contractor shall only access personally identifiable student information pursuant to parent consent, legitimate educational interest pursuant to the performance of this Contract, and/or other applicable provisions federal and state law allowing access to personally identifiable student information. Contractor shall not re-disclose personally identifiable student information unless pursuant to federal and state law. Contractor shall not use such student information or data for any purpose other than the District's purposes as specified in this Agreement. Failure to comply with this Section may constitute a material breach if so deemed by the District.

**ENTIRE CONTRACT; SEVERABILITY**

All of the agreements between the Parties are included herein and no warranties expressed or implied, representations, promises or statements have been made by either Party except as expressly provided for herein. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

**NON APPROPRIATION OF FUNDS**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

**TERMINATION**

This Agreement may be terminated by District without cause or for convenience, in whole or in part at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

**FAILURE TO PERFORM**

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

**SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

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

1. knowingly presents or causes to be presented to an officer or employee of the District, a false claim for payment or approval;
2. knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the District;
3. conspires to defraud the District by getting a false claim allowed or paid by the District;
4. has possession, custody, or control of public property or money used or to be used by the District and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt;
5. is authorized to make or deliver a document certifying receipt of property used or to be used by the District and knowingly makes or delivers a receipt that falsely represents the property used or to be used;
6. knowingly buys, or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property;
7. knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the District; or
8. Is a beneficiary of an inadvertent submission of a false claim to the District, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the District within a reasonable time after discovery of the false claim.

**INCIDENTAL AND CONSEQUENTIAL DAMAGES**

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, or from the acts or omissions of its permitted subcontractor pursuant to Section 8 ("Subcontracting"). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have under applicable law.

**NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age,

marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

### **ATTORNEY'S FEES**

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

### **LAWS AND REGULATIONS**

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

### **DAMAGES CAUSED BY CONTRACTOR**

Any damage to the District's property arising from the acts or omissions of the Contractor or of Contractor's permitted subcontractor ("Subcontracting") related to the performance of this Agreement shall be repaired or replaced at Contractor's expense. Corrections shall be made within 72 hours of the incident or the District may make the repairs and back-charge the Contractor.

### **BANKRUPTCY**

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

The Contractor shall notify the District within ten (10) days of filing a bankruptcy petition under the Federal Bankruptcy Act.

### **SUSPENSION AND DEBARMENT CERTIFICATION**

On all contracts of \$100,000.00 or more for goods/services, Contractor must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510,

Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed along with the Contract.

**NON-WAIVER OF RIGHTS**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**QUALIFIED PERSONNEL**

Work under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of the Contractor. The Contractor will conform to the District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, and shall be supervised by the Contractor. To the extent that Contractor staff member's work performance is unsatisfactory, the District reserves the right to request substitution of another staff member that would take this position and perform adequately. The Contractor agrees to replace staff members who are not performing effectively. Verification of staff members' qualifications should be made available to the District upon request.

**DRUG FREE WORKPLACE POLICY**

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

**RESPONSIBILITY FOR EQUIPMENT**

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

**COMPLIANCE WITH OSHA**

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

## **COMPLIANCE WITH LAW**

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

## **AUDIT AND INSPECTION OF RECORDS**

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

## **CONTRACTOR AUDIT PROCEDURES**

The District has the discretion to make price verification audits of the purchases made during the Contract year. The purpose of these verifications is to ascertain that the Contractor's actual markup does not exceed that quoted in this bid. The Contractor will furnish verification of costs for the products to be price verified. The District will give the Contractor fifteen (15) days' notice for each verification audit. The period of time for which price verification can be made will not exceed 24 months prior to the audit.

## **CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST; TUBERCULOSIS TESTING**

Contractor is required to comply with the criminal background check provisions of California Education Code {"EC"} section 45125.1. Contractor will conduct criminal background checks with the California Department of Justice {CDOJ} for all Contractor employees, agents, and volunteers assigned to the District, and will certify that no employees, agents, or volunteers who have been convicted of a serious or violent felony as described in EC 45125 .1 {citing 45122.1}, a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 {consistent with EC 45123}, will have contact with District pupils pursuant to this Agreement. This prohibition does not apply to a conviction for which the employee, agent or volunteer has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.

### Subsequent Arrest Notification

In addition to the initial criminal background check, Contractor will obtain from the CDOJ subsequent arrest notification to monitor future arrests of employees, agents and volunteers who will have contact with students, and is responsible for all costs associated with these subsequent notifications. Upon receipt of notice that any of its employees, agents, or volunteers that have contact with students has been arrested or convicted of a serious or violent felony as described in EC 45125 .1 {citing 45122.1}, a sexual offense as defined by EC 44010 or a controlled substance offense as described in EC 44011 (consistent with EC 45123),



Contractor will immediately prohibit such employee, agent, or volunteer from having any contact with pupils, and will immediately notify SRVUSD.

**Tuberculosis Testing**

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

- i. The Contractor shall be responsible for the costs of the examination.
- ii. The District shall be the final arbiter of what constitutes "limited contact".
- iii. The District may also, in its sole discretion, waive the provisions of this section for a specified time period if it determines that emergency or exceptional circumstances exist which threatens student or staff safety if the work is delayed pending clearance.
- iv. Contractor must complete, sign and submit the Criminal Background Check/ Tuberculosis Clearance Written Certification Form (attached) as written certification of its full compliance with the provisions of this Section.

**INSURANCE REQUIREMENTS**

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

**FINGERPRINTING**

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

**NON-INTEREST OF DISTRICT OFFICIALS**

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom.

**TOBACCO FREE SCHOOLS**

State law prohibits tobacco or use of tobacco on any of District property.

**FORCE-MAJEURE CLAUSE**

The Contractor will be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by an act of God, fire, commandeering of materials and equipment, products, plants or facilities by the Federal or State Government. Satisfactory evidence must be presented to the District demonstrating that the non-performance was not due to the fault or negligence of the Contractor and could not have been avoided by the Contractor.

**DISASTER RECOVERY**

Contractor acknowledges that in the event of a major catastrophe such as an earthquake, the District will receive priority service over non-governmental users. In the event of a major disaster, in coordination with the District, the Contractor will fulfill the obligations of this Agreement to the extent requested by the District and feasible under the circumstances, in the estimation of the District in consultation with the Contractor.

**SECTION HEADINGS**

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

1. Vendors located outside of California are advised that Use Tax equal to the current State of California. Sales Tax will be added to their quote for evaluation purposes if California Sales Tax is not computed into their quote and/or a certificate number authorizing collection of California State Sales Tax is not provided.
2. Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids.

# SPECIAL VENDOR INSTRUCTIONS

## AWARD OF CONTRACT

The San Ramon Valley Unified School District (SRVUSD) will award contract to the lowest responsive and responsible bidder capable of delivering quality of goods and services as required in this RFB without minimum quantities. In submitting a response, bidder acknowledges that the District shall have the sole and final right to determine if the response is in compliance with these specifications. It shall be to the sole discretion of the School District to determine equality of items offered and suitability for School District use. Right is reserved by the San Ramon Valley USD to reject any or all quotes or to separate items in the bid. Right is reserved to increase or decrease quantities of order at the same price as it best suit District needs. Quantities provided in this RFB are estimate and based on historical usage.

Bidders who do not respond to all of the requirements/instructions provided in this invitation for bid may be deemed non-responsive and the bid may be rejected. To receive consideration, a bid shall be qualified and unconditional. The District reserves the right to reject any and all responses, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require and to be the sole judge of selection process. The District also reserves the right to negotiate separately in any manner to serve its best interest.

A Notice of Award will be issued to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

## BID FORM

Bidders must show the unit price for each item, extension, and grand total of all items in this proposal. Bidders must state the brands to be furnished. Bidders must state the size of package offered, if different, from the one specified. In addition to all standard items, please also provide price, extension and total for all Alternate Items listed on the bottom of the list under Supplies. These are alternate products to items listed in the supplies bid sheet, not in addition. These prices will not be included in the total amount of the bid proposal.

**The quantities and items listed on the Bid Form are estimate and based on historical usage and for bid purposes only.** The actual quantities and products to be purchased under the Contract will be dictated by the actual needs of the District and both are subject to change.

Bidders must enter their bid prices on the provided bid form AND in Microsoft Excel and compute both the extensions and the grand total.

<p><b>Please submit paper Bid Sheets along with a soft copy in Microsoft excel on a flash drive.</b></p>
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Bidders who do not respond to all of the requirements/instructions stated in this Invitation for Bid may be deemed non-responsive and their bid may be rejected.

## **SAMPLES**

If requested, a clearly marked sample must be furnished, on the quoted product. If not, the quoted product will not be considered. The sample submitted shall be the exact product the vendor proposed to furnish. Samples of items, when requested must be free of expense to the District. Bidder is to supply brand name of product and pack size.

## **PRICES**

At no time during the contract period shall the prices charged to the District exceed the price provided on the written bid form for the period of the bid. If pricing changes, the vendor needs to give Child Nutrition a 30-day written notice. Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices bid. No additional fees or surcharges will be paid on any order resulting from award of this bid.

## **ORDERING**

Once the contract has been awarded, the ordering process shall be developed and maintained at the site level. Both parties shall maintain responsibility for the product ordered for any given day, although the vendor shall assure delivery of the amount ordered. Dates and times of deliveries are to be agreed upon in advance, and shall be based on the Districts academic calendar provided, and remain constant with the exception of holidays. If, for any reason, the District finds that the service or response from the vendor is unsatisfactory or does not meet the requirements and/or conditions called for in the bid, the District may cancel the contract. Delivered products must meet the requirements of the contract and all products must conform to laws governing their production, labeling and handling. Should damage or items deem unsatisfactory for consumption be identified, the vendor shall replace the item(s) or issue a credit to the District. The vendor's employees, equipment, and facilities must also remain hygienic and clean. The District is not obligated to accept inferior product. If specific ordering timelines are needed, these must be outlined in the bid and agreed upon by the District and vendor in which the bid is being awarded to. In the event that an item cannot be delivered as requested by the school site, both the school and the Child Nutrition Office must be notified as soon as possible. The operating hours of the Child Nutrition Office are from 7:00 A.M - 3:30 P.M. Monday - Friday.

## **CONTRACT RENEWAL**

The term of this contract which may be awarded pursuant to this RFB is for one (1) year. The San Ramon Valley Unified School District reserves the right to extend this bid for a period of two (2) additional one (1) year terms after issuance of a Contract with all other terms and conditions remaining the same and mutually agreed upon by the Vendor and the District for a total contract term of three (3) years maximum. This renewal is 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 successful vendor, in writing, thirty (30) days prior to the expiration of the contract.

**MINIMUMS/SUBSTITUTIONS**

Minimum dollar amount and/or case amount required for delivery is to be specified on the bid. Products delivered must be the manufacturers named on the bid award. Substitutions require approval of the Director of Child Nutrition.

**ADDITIONAL ITEMS/DELETIONS**

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

**PURCHASES OUT OF CONTRACT**

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District. The District reserves the right to purchase similar items from other sources.

**HAZZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)**

Provide HACCP plan, designee and certification letter with bid.

**SB12 and SB 965**

Any item not meeting SB12 or SB965 requirements must be noted as such.

**LABELING**

All items shall conform in every respect to the provision of the Federal Food and Drug Act of June 30, 1956 and amendments thereto and subsequent decisions of the United States Department of Agriculture (USDA) and the Food and Drug Administration (FDA). Country of origin should be included on the label.

**DOCUMENTATION**

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.

**PACKAGING REQUIREMENTS**

Unless otherwise provided for in this RFB, all products supplied under any Contract resulting from this RFB must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFB for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition. Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

**PRODUCT QUALITY CONTROL**

The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

**EMPLOYEES OF VENDOR**

Proper conduct is expected from the Vendor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Vendor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.

**WAREHOUSE DELIVERIES**

Non-food supplies are to be delivered to the District Warehouse ONLY. Warehouse deliveries require delivery appointments. Deliveries will be made to a central location at the San Ramon Valley Unified School District Service Center located at 3280 Crow Canyon Road, San Ramon, and CA. 94583. Delivery hours are from 7:30 AM-3:00 PM.

**IDENTIFICATION**

Vendor's personnel shall carry appropriate identification, uniform, badges when delivering on any of the District site.

**ACCOUNT MANAGER/SUPPORT STAFF/VEHICLES**

Vendor shall provide adequate, competent support staff that is assigned to the District. Representative(s) shall be knowledgeable about the contract, products provided, and able to identify and resolve quickly any issues including but not limited to orders and billing issues. Contractor shall ensure that all vehicles shall have the name of the Contractor/permitted subcontract ("Subcontracting") prominently displayed and must be currently licensed throughout the term of this Contract. Contractor shall ensure that all personnel shall be qualified and properly trained to perform the work required under this Contract. Contractor shall ensure that any unusual conditions noted by any personnel providing services under this Contract (e.g. vandalism, fire, water damage) shall be reported to the District representative. The Contractor shall ensure that at all times a sufficient number of vehicles shall be furnished and maintained to perform the work of this Contract.

**FACILITIES**

Contractor shall ensure that all personnel, equipment and storage facilities used to provide the services under this Contract shall meet all federal, state, county, and city health code requirements. Proof of current compliance must be in public view at all such facilities. Upon request, the Contractor must provide

documents supporting routine pest control maintenance of all facilities, both stationary and mobile, by a certified pest control operator, that will incur clean, sound and sanitary products.

**ESTIMATES**

Quantities shown are estimates. The District does not obligate itself any quantity whatsoever. Respondent agrees to submit price per each regardless of quantity ordered.

**MONTHLY STATEMENTS**

Report of each site volume and details of purchased goods, credits and returns or damaged goods by school is expected including items, quantities and pricing. Monthly statements shall be emailed to the Director of Child Nutrition by the fifth day of the following month.

**VELOCITY REPORT**

Upon request, Vendor must be able to produce digital month and year-end velocity reports in Excel spreadsheets (not pdf). Reports must contain at minimum the following information: item name, item size, pack size, type of produce (fruits or vegetable), unique item code, country of origin, state of origin, quantity purchased and item price.

**ESCALATION AND DE-ESCALATION**

For all products listed in the Bid Form, product pricing, mark-up fees, and delivery fees, if any, are to remain firm for the duration of the contract. Price adjustments shall only be reviewed annually prior to the expiration of each one-year renewal option period. Vendor shall submit a written request for price adjustments at least sixty days (60) days prior to the expiration date of the current contract. Price adjustments shall become effective only upon approval by of the Child Nutrition Department and shall remain firm for the entire term of the renewal contract year. Products or services supplied pursuant of this contract shall be subject to market indicators causing fluctuation as indicated herein; (i.e. conditions brought about due to the industry's change or any applicable and verifiable data). Escalation and/or de-escalation shall be as set forth by the following provisions:

Total bid price is calculated using the formula listed below, which weighs two factors:

1. Total Proposed Prices: Total amount for items listed on Bid Form
2. Delivery Fee: Vendor's per site Delivery Fee, if any, calculated based on assuming 1 delivery per week for each site, for the duration of the 39 week school year

**Bid Price Formula:**

Bid Price= [Total Proposed Prices] + [Delivery Fee X 39]

**Price Increase:** Any increase will be reviewed and evaluated based on recognized indicators. Indicators such as the San Francisco Bay Area All Urban Consumer Price Index (CPI) or Producer Price Index (PPI) will be used to test reasonableness of price escalation. Bidder will implement no changes to prices, or interpretations of Contract terms, without the express, *advance* concurrence and consent of the Purchasing Director or Designee and Director of Child Nutrition.

**Price Reductions:** If during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than SRVUSD, or its joiners, for the same type of service, or equipment of the equivalent quantity, quality, delivery, performance and warranty, Vendor shall make an equivalent reduction for SRVUSD, and its joiners, in corresponding prices.

In the event price adjustments are inconsistent with market conditions, the San Ramon Valley Unified School District would be best served by a re-bid to the competitive market. The District reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Director of Purchasing or Designee.

The District reserves the right to negotiate, either independently or cooperatively, with manufacturers for contract prices. Any financial advantage or savings the Vendor receives based off of purchases made for San Ramon Valley Unified School District must be passed on to the District in its entirety. This includes but not limited to allowances, bid pricing, and rebates, including non-profit and blanket school bid pricing and allowances.

**Verification Purpose:** The District reserves the right to inspect documents as necessary to establish the Vendor's cost. Notwithstanding, cancellation notice requirements identified in the Proposal, if the designated contract supplier refuses such inspection by the District, the District may immediately cancel the contract. The Vendor shall be responsible for all costs associated with delivery including drayage, freight, packaging, pallets and handling. No separate charges for the preceding will be allowed or paid by the District. The Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Vendor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department [7 CFR Part 210.21(f)(vi)]

### **PRODUCTS AND QUANTITIES**

The products and quantities on this bid are estimates based on previous and anticipated usage. They will be used to determine award, however, actual amounts may vary, in addition to deviation from the specific products listed on the attached bid form.

### **BRANDS**

The brands listed on the bid form are those currently used by the District. When a particular brand is named in connection with any item, it is named as a standard of quality and utility. A Bidder may submit an alternative product of equal or greater quality. Bidder must provide the brand and number of the item to be furnished as equal. The District shall be the sole judge of whether an offered item is the equal of the named item.

### **SAMPLES**

If requested, a clearly marked sample must be furnished, on the quoted product. If not, the quoted product will not be considered. The sample submitted shall be the exact product the vendor proposed to furnish.



Samples of items, when requested must be free of expense to the District. Vendor is to supply brand name of product and pack size.

**SUBSTITUTIONS and DEVIATIONS**

The San Ramon Valley Unified School District CHILD NUTRITION Department will not accept any substitutes or deviations after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the District, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the San Ramon Valley Unified School District CHILD NUTRITION Department will constitute a breach of contract by the vendor which may result in the initiation of actions in terminating the contract, and may jeopardize any future business from the San Ramon Valley Unified School District CHILD NUTRITION Department.

The successful bidder is expected to stock or have quick access to the items listed in this bid to allow for expedited deliveries. Substitutions that are allowed will be billed to the District at the cost of the original product. If the normal cost of the substitute product is lower, the District will be billed the lower cost. If the District determines that an item that the Vendor cannot supply is needed, the District may purchase the item from another vendor. If the District orders items that are no longer available, the Vendor must notify the District within two (2) days of the order being placed. The District must be notified at least thirty (30) days in advance of any change of product, case size/weight change or any other modifications. Any items that are damaged will be returned for full credit when the next delivery is made.

**NON - COMPLIANCE**

Child Nutrition Department reserves the right to inspect and determine the quality of product delivered and reject any, which do not comply with the requirements and specifications of the Contract. Substitutions shall not be paid unless prior authorization is received. In addition, the Vendor shall not be paid for incomplete cases, and product(s) not delivered within the agreed delivery time period. Child Nutrition Department shall notify the Vendor as to the cases of product rejected and the reasons for rejection.

**INSPECTIONS**

All articles and services shall be subject to inspection and acceptance or rejection by the Director of Child Nutrition Services or designee.

**DEFICIENCIES, DEFECTS, AND/OR DAMAGES TO PRODUCTS**

Vendor shall correct all deficiencies, defects and/or damages in products delivered to the District in accordance with this proposal. All corrections shall be made within a maximum of two (2) calendar days after such discovery is reported to the vendor. Vendor is responsible for collecting and replacing all damaged products.

**CREDIT AND REFUSAL OF PRODUCT**

The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staff. Refused products at a time of delivery will be credited on the invoice and signed for by driver and staff person receiving items.

### **CONCEALED OR LATENT DAMAGE**

Damaged or substandard products discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate pickup and replacement if needed.

### **CIVIL RIGHTS ASSURANCES**

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, religious creed, disability, age, political beliefs 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, audiotope, 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.

Bidders are required to comply with applicable Federal and California laws prohibiting such discrimination and to require like compliance by any subcontractors employed by such bidder.

### **CLEAN AIR ACT**

(42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **BYRD ANTI-LOBBYING AMENDMENT**

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

### **INVOICE AND PAYMENT INFORMATION**

#### 1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Child Nutrition Department, 3280 Crow Canyon Rd, San Ramon, CA 94583. Each invoice shall indicate Vendor's name and mailing address, SRVUSD's Purchase Order number, and the beginning and ending billing dates.

## 2. Payment

Billing is in arrears or paid at the end of the service period once a month. Unless a specific term discount is offered, SRVUSD will make payment within 30 calendar days after receipt of invoice by the District. Where the Contractor offers a payment discount, the District will take this into consideration when making payment. The District, at its option, may verify the correctness of the invoice.

## 3. Right to Withhold Payment

The San Ramon Valley Unified School District may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- a) Defect not remedied in accordance with provisions of the Contract Documents
- b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c) Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d) Damage to other work or property
- e) Failure of the Contractor to maintain all records as required; submitting progress schedules, weekly payroll records and any other such items as may be required by this specification.

The School District reserves the right to make payment only upon completion and receipt of delivery. Purchase Order assigned to the contract will be reference on every invoice, packing slip, delivery manifest, etc. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the food, non-food and paper products are received and accepted by the District, or thirty (30) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two (2) copies of each delivery invoice. The vendor will inform the district of any special discounts for payment received with a ten (10) day period.

**CHECKLIST**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**SUBMITTALS - Non-submittal will disqualify bidders**

**REQUIRED AT BID SUBMISSION**

- BID FORM (printed) and FLASH DRIVE (soft copy in MS Excel)
- SAMPLES (if requested)
- LIST OF REFERENCES - Schedule A
- Criminal Background Check/Tuberculosis Clearance Written Certification Form - Schedule B
- QUALIFICATION and QUESTIONNAIRE FORM -Schedule C
- ACKNOWLEDGMENT OF ADDENDA-Schedule D
- NON-COLLUSION CERTIFICATION - Schedule E
- WORKER'S COMPENSATION FORM -Schedule F
- DESIGNATION OF SUBCONTRACTORS- Schedule G
- SUSPENSION AND DEBARMENT CERTIFICATION -Schedule G.1
- CONTRACTOR RESPONSIBILITY QUESTIONNAIRE- Schedule G.2
- PROOF OF INSURANCE - Schedule H

**POST AWARD REQUIRED DOCUMENT**

- ENDORSEMENT OF INSURANCE - submitted by successful bidder after award of contract



21	Glove: Rubber, Medium, Yellow	NET-HHG8.0	CS	50									
22	Glove: Vinyl PF, Large, 10/100	NET-754633	CS	100									
23	Glove: Vinyl PF, Medium, 10/100	NET-754631	CS	100									
24	Glove: Vinyl PF, X-Large, 10/100	NET-754639	CS	100									
25	Label: "Gluten Free" 500 per roll	EPS-HL26	CS	20									
26	Label: "Vegan" 500 per roll	EPS-HLC-01	CS	50									
27	Lid: Bento Box, Clear, 2comp/3comp, 4/75	SAB-584620B300	CS	833									
28	Lid: Dome, no hole, Parfait, 20/50/12-24oz	EES-D98NH	CS	10									
29	Napkin: Kraft XPressNap, 12/500	SCA-DX906E	CS	200									
30	Oven Mitt, Pyrotex 72pr/17"	ARD-2PX27BET	PR	200									
31	Pan Liner, 16-3/8x24-3/8 #GPQ 1000/cs	PAT-2405161-0000	CS	200									
32	Plate: Paper, Round Bagasse 4/125/9"	PRM-PL-09	CS	55									
33	Scouring Pad, Green; 6"x9"; 20/cs	ACS-96-601	CS	15									
34	Spork-Napkin kit, 1000/cs	NTR-3609	CS	1,000									
35	Towel: Disposable, 13.25 x 21, White, 150/cs	SHM-SM8252	CS	200									
36	Tray: 5-comp Natural, 240/cs	CHI-21032	CS	3,830									
37	Tray: Cali, Kraft/Red, 500/cs	SQP-7195	CS	500									
38	Tray: Carry Kraft/Red; 500/cs	GWP-KMA582	CS	500									
39	Tray: Food, 2# Red Plaid, 4/250	CHI-FT200	CS	90									
40	Wipes: Probe, Alcohol 1000/1x2.25	DMW-F2449PKT	CS	17									

**TERMS**

Payment - Net 30

**FOB**

Destination

**CASH DISCOUNT**

\_\_\_ % \_\_\_ days

**PIGGYBACK CLAUSE**

Pursuant to Public Contract Code 20118 and 20652 (Community Colleges), San Ramon Valley Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives its right to have warrants issued in its favor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted       No, Piggyback Option Not Granted

**The undersigned certifies that the prices and information apply to the specified products listed above. No bid is valid unless submitted on this form and signed by authorized agent for your company.**

THE REPRESENTATION MADE HEREIN IS MADE UNDER PENALTY OF PERJURY.

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

Company Address \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
(AUTHORIZED AGENT)

Title \_\_\_\_\_ Date \_\_\_\_\_

Phone# \_\_\_\_\_ Email \_\_\_\_\_

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature will be placed above.

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**\*\*\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\*\*\***

**Schedule A**

**BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE**

Please list below your qualified school district references of similar size contract within the last five (5) years:

Company Name	
Address	
Contact	
Phone#	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Contract	\$
Brief Description of Contract:	

Company Name	
Address	
Contact	
Phone#	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Contract	\$
Brief Description of Contract:	

Company Name	
Address	
Contact	
Phone#	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Contract	\$
Brief Description of Contract:	



\*\*\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\*\*\*

Schedule B

**Criminal Background Check/Tuberculosis Clearance Written Certification Form**

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on all employees who may be assigned to perform services that will place them in contact with students or be present on a San Ramon Valley Unified School District school site.
- Said employees have not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- Below are list of the name(s) of all employees who may come in contact with students.

_____	_____
_____	_____
_____	_____
_____	_____

**Tuberculosis Certification.** Proposer and/or Subcontractor shall at all times comply with the tuberculosis certification requirements as set forth. Check the applicable box(s) below:

- D The following Proposer and/or Subcontractors who shall be on District property and have contact with pupils during the term of this RFB and, at no cost to District will receive a tuberculosis test that complies with the requirements of California Education Code Section 49406. Proposer shall maintain on file the certification of examination and tests found free from active tuberculosis. These forms shall be regularly maintained and updated by Proposer and shall be available to District upon request or audit. Proposer further agrees and acknowledges that all new personnel hired after the effective date of the RFP are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District pupils until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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

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

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

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

\_\_\_\_\_ *Print Name*

\_\_\_\_\_ *Title*

\_\_\_\_\_ *Signature*

\_\_\_\_\_ *Date*

\_\_\_\_\_

**\*\*\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\*\*\***

**SCHEDULE C**

**SURVEY - QUALIFICATION and QUESTIONNAIRE FORM**

1. How many employees are in your firm? How many are assigned to the District account?
2. How many years have you been in business?
3. Office location supporting the District's account.
4. Provide copy of current State license to perform the work in conformance with the provisions of the State Business and Professions Code.
5. Provide evidence of financial resources and stability.
6. Provide evidence that bidder owns or guarantee inventory of vehicles and equipment required under this contract.
7. Describe the functional structure of your organization (i.e. supervision of drivers, staff, office staff, etc.).

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8. Describe experience and qualifications as it applies to past and current references.

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9. List any additional information relevant to this bid solicitation that will be helpful in evaluating your ability to successfully operate the business.

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10. Are you engaged in any litigation, which could affect your ability to perform under this agreement?  
YES **NO** If yes, give details in an attached statement.

11. If awarded the contract, the Bidder intends to carry on the business as: an individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), other ( ). If "other", attach an explanation.

12. If partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Organization: \_\_\_\_\_

General or Limited Partnership: \_\_\_\_\_ (If applicable)

Agreement Recorded: \_\_\_\_\_ (County); \_\_\_\_\_ (State); \_\_\_\_\_ (date)

Registered in California? \_\_\_\_ (yes) \_\_\_\_ (no), If yes, when? \_\_\_\_\_

13. Have you ever had a bond or surety denied, canceled, or forfeited?

YES \_ **NO**\_\_\_\_ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

14. Have you ever declared bankruptcy or been declared bankrupt?

YES \_ **NO**\_\_\_\_ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets in an attached statement.

15. Have any agreements held by you on paper products supplies ever been canceled before end of contract date?

YES **NO** If yes, give details in an attached statement.

16. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues relating to supplying paper products?

YES \_ **NO**\_\_\_\_ If yes, give details in an attached statement.

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***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

Schedule D

**ACKNOWLEDGMENT OF ADDENDA**

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- None
- No.1
- No. 2

- No. 3
- No.4
- No. 5

**(Check Appropriate Space(s) for Addenda Received)**

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

***\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\****

Schedule E

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

I, \_\_\_\_\_ of \_\_\_\_\_, state that  
(Name) (Company Name)

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

**\*NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID\***

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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Schedule F

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by 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 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.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

(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).

*\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM\**

Schedule G

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name, shop, or office of each subcontractor who will provide supplies, perform work or labor or render service to the Contractor under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the District.

**IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE"**

<b>COMPANY NAME</b>	<b>ADDRESS</b>	<b>PHONE</b>	<b>WORK TO BE DONE</b>

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

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Schedule G.1

**SUSPENSION AND DEBARMENT CERTIFICATION**

**Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.**

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
  2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the clause titled A 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.
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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 SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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.

**Certification**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

Address \_\_\_\_\_

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

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

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Schedule G.2

**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

In the past five years, has your firm been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below? If **yes**, please explain the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

**Federal Entities**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- Anti-discrimination provisions applicable to government contractors and subcontractors
- Whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- Bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- Anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- Prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
  - Age Discrimination in Employment Act
  - Rehabilitation Act
  - Americans with Disabilities Act
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# DISTRICT BOUNDARY MAP



## San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, CA 94526

Phone: (925) 552-5500 | Fax: (925) 838-3147 | [www.srvusd.net](http://www.srvusd.net)

