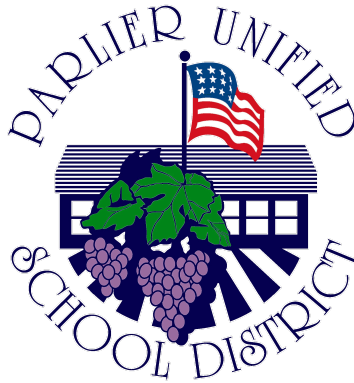




PARLIER UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No. 2027-001

CULINARY CONSULTANT

**Parlier Unified School District
900 S. Newmark Ave.
Parlier, CA 93648
559-646-2731**

PARLIER UNIFIED SCHOOL DISTRICT

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PARLIER UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No. 2027-001

Culinary Consultant

NOTICE OF INVITATION

Notice is hereby given that Parlier Unified School District (DISTRICT) is soliciting Request for Proposals for **RFP No. 2027-001, Culinary Consultant**. The Request for Proposal (RFP) is to select a Consultant to provide culinary services for one (1) year with the option of up to two (2) one-year renewals.

A Pre-conference regarding statement of qualifications submittal is scheduled **Wednesday, August 26, 2026 at 10:00 A.M. PST**. The virtual Pre-conference will be hosted via Zoom with options to join in online or over the phone.

Proposals will be received prior to **12:01 P.M. PST** on **September 16, 2026** in the Parlier Unified School District District Office at 900 S. Newmark Ave., Parlier, CA 93648. Qualifications received later than the designated time and date will not be accepted. Facsimile (FAX), mailed or e-mailed copies of submittals will not be accepted. Proposals will not be read out loud as it is based on proposal criteria scoring.

Parlier Unified School District reserves the right to accept or reject any or all Consultants or any combination thereof.

Copies of the RFP documents may be downloaded from the Parlier Unified School District website at: <https://www.parlierunified.org/>. Refer any questions to Janet Stephens at janet.stephens@parlierunified.org.

Distributed: August 14, 2026
Published dates: August 14, 2026
August 21, 2026

I. RFP INSTRUCTIONS

1. **RFP Submittal.** Consultant's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in Section IV, DESIRED SERVICES. Proposals will be evaluated on **100-possible points** based on Cover Letter, Organization Description, Qualifications, Approach/Plan of Proposed Work, Schedule of Services/Proposed Timeline, and Expense Summary.

This RFP process and all proposal submitted hereunder shall comply with Title 7 of the Code of Federal Regulations, Subtitle B, Chapter II, Subchapter A, Child Nutrition Programs, and Title 2 of the Code of Federal Regulations, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Specifically, this award shall be made, if at all in the sole discretion of the District, pursuant to 7 CFR § 200.20(B)(2) and California Government Code § 53060, et seq.

The formal competitive process standards of this solicitation include:

- Securing public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- Benefitting the public entity and not the Respondents.
- Full and fair competition as determined by the most responsive and responsible Respondent to the District's requirements, as determined by the District based on the criteria contained herein.
- Evaluation based on full and fair competition under common standards, free of restrictions that might otherwise stifle competition.

Responsive Proposals will present evidence of experience, ability, and fiscal stability necessary to meet the requirements stated in this RFP. The District will determine this by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error(s) in this RFP, the Respondent shall immediately notify the District thereof in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the District thereof prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the purported discrepancy or its later correction.

2. **Pre-Proposal Conference.** If required by listing in the Notice of Invitation, interested Consultants must attend the Pre-proposal conference in order to have their proposal accepted as responsive.

In order to have questions addressed at the Pre-conference, Consultants must submit questions to Janet Stephens at janet.stephens@parlierunified.org prior to 48-hours of conference.

All questions regarding this RFP are to be submitted to janet.stephens@parlierunified.org. Final questions must be submitted by **10:00 A.M. PST on September 2, 2026**, to allow sufficient time for release of any final addendum prior to the bid closing date and time. The DISTRICT will distribute to all Consultants the questions and answers by addendum as deemed appropriate.

In order to control information disseminated and protect the integrity of the bid process of this RFP, Consultants interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3. **Qualifications.** Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX), mailed or emailed copies of the RFP will not be accepted.

Respondents shall submit qualifications to Parlier Unified School District, ATTN: Culinary Consultant RFP 2027-001, 900 S. Newmark, Parlier, CA 93648.

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any firm in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Consultants, but may, at its sole discretion, elect to conduct interviews with highest ranking firm(s).

4. **Accept or Reject Consultant.** The DISTRICT reserves the right to accept or reject any or all Consultant(s) or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to DISTRICT.

5. **Name and Nature of Consultant's legal Entity.** The Consultant(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

6. **Tentative Timeline.**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date	08/14/2026
Questions due for Pre-Proposal conference	08/24/2026 at 10:00 A.M.PST
Pre-Proposal conference	08/26/2026 at 10:00 A.M.PST
Deadline to receive final questions	09/2/2026 at 10:00 A.M. PST
Proposal due date	09/16/2026, before 12:01 P.M. PST
Evaluation of Proposals	09/16/2026 – 09/22/2026
Opportunity for Panel to ask Questions	09/16/2026 – 09/22/2026
Anticipated Board Award Date	10/13/2026

7. **Withdraw of Submission.** Submission may be withdrawn at any time prior to the due date of the RFP with written notification to the DISTRICT. Consultants may be relieved through written consent by the DISTRICT.

8. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Consultant of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered and a confirmation of the telegram duly signed by the Consultant was placed in the mail prior to the opening of the RFPs.

9. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Consultants at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

10. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance to Government Code 6252, with the exception of those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

11. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the Consultant considers confidential or proprietary information, or to contain trade secrets of Consultant, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

STATEMENT OF QUALIFICATIONS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated

in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.

2. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all of the specifications set forth in the request for proposal.

3. **ACCEPTANCE OR REJECTION OF SUBMISSIONS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

4. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder's acceptance of these Bid Instructions and Conditions.

5. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the Consultant(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful Consultant(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Consultant. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the Consultant, or deducted from any funds due the Consultant.

6. **INSURANCE** – Without limiting "CONTRACTOR" indemnification, it is agreed that "CONTRACTOR" shall secure and maintain in force during the term of this Agreement. A Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "CONTRACTOR" is working with students individually or providing professional services to students, "CONTRACTOR" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "CONTRACTOR'S" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply;

1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by DISTRICT. The DISTRICT may require "CONTRACTOR" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the DISTRICT. The DISTRICT shall be named as an additional insured

on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The “CONTRACTOR” policy shall provide that it is primary such that insurance maintained by the DISTRICT, if any, shall be excess and not co-primary. “CONTRACTOR” shall produce the policy for DISTRICT, upon request.

7. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful Consultant(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Nutrition Services Department of the DISTRICT, janet.stephens@parlierunified.org. Invoices shall be submitted under the same firm name as shown on the bid and must include the Purchase Order Number. The successful Consultant(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.

8. **MISCELLANEOUS PROVISIONS:**

a) **Assignment of Contracts** – The successful Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the DISTRICT.

b) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Consultant and DISTRICT and their respective successors and assigns.

c) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

d) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

e) **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Consultant, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.

f) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.

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

h) **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or

regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

i) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

j) **Permits and Licenses** – The successful Consultant(s) and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

k) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT. *If contract is awarded, consultant(s) agrees to utilize the Parlier Unified School District Independent Contract agrees to the terms and conditions set forth in the District's Independent Contractor Services Agreement (Exhibit A).

l) **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving sixty (60) calendar days advance written notice of an intention to terminate.

III. INTRODUCTION

Parlier Unified School District (PUSD) is in the city of Parlier, California. PUSD provides educational services to a diverse student body of approximately 3,300 students in grades Transitional Kindergarten/Kindergarten through 12. The district consists of four elementary schools, one junior high school, one comprehensive high school, and one continuation high school.

PUSD intends to award a contract to one Consultant with a contract period of one (1) year with the option of up to two (2) one-year renewals. However, PUSD is under no obligation to award a Consultant. The Selection Committee will select the most qualified Consultant and submit to the PUSD Board of Education for approval.

Contract rate will be fixed for the first 12-months with an option to increase/decrease pricing during future renewal periods. Written requests for price adjustments must be received by Parlier Unified School District Business Department prior to 30-calendar days of contract end date. Requests for price adjustments must be supported by justification. The District reserves the right to accept or reject price adjustments. Price adjustments must be approved by the Executive Director of Finance.

IV. DESIRED SERVICES

A. SCOPE OF WORK

The PUSD Nutrition Services Department operates Child Nutrition Programs at seven feeding sites, six sites are on-site prep kitchens, and one satellite site with meals coming from Parlier High School. Programs include the School Breakfast Program, National School Lunch Program, After-School Snack Program, and CACFP Supper Program totaling over 700 thousand meals served annually. The department is made up of a team of nearly 35 food and nutrition professionals that are dedicated to students' health, wellbeing, and their ability to learn.

In an effort, to provide the highest quality meals to our students daily, utilizing local, seasonal fresh fruits and

vegetables to create menus that reflect the diversity of the residents of the City of Parlier, the District is seeking a highly qualified and trained professional culinary consultant to support the transformational changes occurring in the Nutrition Services Department. This culinary consultant will help implement and augment an existing assessment for the current sites which includes an inventory of equipment, assessing the condition of equipment, reviewing kitchen layout, review current menu, and consult with District staff in their development of a plan for program improvement, including recommendations for efficiency, quality control, recipe standardization, and assistance in preparing training guidelines for the various equipment utilized across the district. The District's expectation will be to increase the use of scratch and speed scratch standardized recipes that are K-12 compliant with input and support from the consultant.

The District will provide the culinary consultant workspace at the District Nutrition Office to work closely with the menu planning and operational team to create upscale recipes to implement for the 2026/2027 school year. The Culinary Consultant will support the implementation of the new menu items, train on safety, sanitation, presentation, quality control, and appropriate cooking temperatures for menu items. Culinary Consultant would be expected to visit sites on a regular basis, review quality control of new items and receive staff/student input. Culinary Consultant will NOT be providing oversight or management of daily program operations.

The services will consist of the following plan components:

- **Program Design:** Applicants will articulate how their program/service is designed to target the specific needs of this curriculum and how they would partner with PUSD to provide these services.
- **Staff Training/On-Going Support:** Applicants must describe how they plan to be as effective as possible with delivering services to PUSD students. This includes training for PUSD employees with limited experience.
- **Screening of Staff:** Culinary Consultant will be required to complete the District's background checks and fingerprint/DOJ clearance prior to working with PUSD.
- **Data Monitoring:** Applicants must provide a detailed plan for how services will be measured: number of students being served, program outcomes, pre and post data.
- **Materials and Supplies:** Applicants must agree to provide all necessary materials and supplies (including technology and personal protective equipment [PPE]) for applicant's staff to use in the program. An expense summary is required.

V. RFP CONTENT REQUIREMENTS (Maximum of 10 pages not including cover letter)

1. Cover letter with statement of interest
2. Organization description
3. Qualifications – explanation of how the Consultant meets the requirements, list a minimum of three (3) references for prior work, and number of years of experience providing substantially similar programs/services in school nutrition.
4. Approach: Plan that outlines proposed work demonstrating the ability to provide the desired services.
5. Schedule of services/proposed timeline
6. Cost proposal: a cost proposal which may be started either as a fixed sum or a cost plus with a not-to-exceed maximum, which will be regarded as the fixed, with additional points for potential cost savings of a cost plus with a not-to-exceed.

VI. EVALUATION PROCESS

A. The process that will be used by the District in identifying the most qualified and best value

Consultant to perform services as outlined in this Request for proposals will be as follows:

1. Evaluation Committee – An Evaluation Committee may be made up of District administrators, members and staff, will review and evaluate submittals.
2. The Evaluation Committee will use a scoring matrix method of **100 possible points**. The possible points for each area are provided in Section VII, Evaluation Criteria.
3. The Governing Board – The PUSD Board of Education will approve the recommended Consultant.
4. PUSD Nutrition Services will ensure the selected Consultant completes the Independent Contractor Agreement and request PO(s) from the Account Payable Department.

VII. EVALUATION CRITERIA

Evaluation Criteria	Maximum Points
Cover letter with statement of interest	5
Organization description	5
Qualifications – explanation of how the organization meets the requirements, <u>list</u> a minimum of three (3) references for prior work, and number of years of experience providing related programs/services	20
Approach: Plan that outlines proposed work	25
Schedule of services/proposed timeline	15
Cost proposal	30
Total	100 points

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of your submittal rfp

- RFP response not to exceed 10-pages in accordance with Section V, RFP CONTENT REQUIREMENTS
- Request for References Form
- Non-Collusion Declaration Form
- No Prohibited Interest/Conflicts of Interest Declaration Form
- Proposal Signature Page Form
- Attachment I: Certification Regarding Lobbying
- Debarment, Suspension, and Other Responsibility Matters Form

REQUEST FOR REFERENCES

All Consultants shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your RFP being determined non-responsive.

1. Name of Reference Contact

Person: Address:

Phone:

Scope of Work:

2. Name of Reference Contact

Person: Address:

Phone:

Scope of Work:

3. Name of Reference Contact

Person: Address:

Phone:

Scope of Work:

NON-COLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID
Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title] of
_____[company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is _____ [date], at
executed on _____
_____[city],
_____[state].

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands article 10 Prohibited Interests/Conflict of Interest of the RFP Instructions, and that Respondent has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Respondent and the District, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this article and thereby preclude Respondent from contracting with the Parlier Unified School District. Respondent further understands that the provision of a bid/quote to Respondent over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Respondent, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with this article, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered, the contract between Respondent and Parlier Unified School District may be void, and in such event Respondent may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Section I RFP Instructions, article 10 Prohibited Interests/Conflict of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: _____
[Company Name]

[Name and Title of Respondent’s Representative]

[Signature]

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Sheet for RFP No. 2027-001, **Culinary Consultant** submitted herewith and agree to provide custom printing services consistent with the terms of the RFP at the prices identified on the Pricing Sheet submitted in my proposal.

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

To be signed by authorized company agent acknowledging submittal of RFP. Submittals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name and title of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Professional License No. / Type / Exp. Date

City

State Zip Code

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

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

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

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

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

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

(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or Consultants in primary covered transactions:

A. The participant or Consultant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Consultant Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

EXHIBIT A – SAMPLE INDEPENDENT CONTRACTOR AGREEMENT



Parlier Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:

District Contact Person:

Budget Manager Approval:

Contractor's Vendor Name:

Contractor's Contact Person:

Contractor's Title:

Contractor's Telephone Number:

Contractor's E-mail:

Contractor's Address:

This Independent Contractor Services Agreement is made and entered into effective (the "Effective Date") by and between the Parlier Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on _____, and shall terminate on _____. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per _____, not to exceed _____. Checks Payment will be made payable to _____. shall be limited to amount written in this paragraph, unless specifically indicated in paragraph 5, District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes, see below. ☐ No, Vendor initial here

a. Lodging ____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt required.

b. Meals ____ Reimbursement at the current standard business IRS meal rate.

c. Travel ____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies ____ As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): _____

f. Other _____

6. Employment. Are you a current PUSD employee? ☐ Yes ☐ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☐ No

8. California Residency. Contractor is a resident of the state of California: ☐ Yes ☐ No

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials _____ District's initials _____

10. Anti-discrimination. Parlier Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Fred Guerrero at 559-646-2731, fred.guerrero@parlierunified.org, or in person at 900 S Newmark Avenue, Parlier, CA 93648.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15, and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 4 and 5.

12. Confidential Information

- a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13B. Upon the request of the District Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.
14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million (\$2,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$2,000,000 per claim and \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be

maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials _____ District's initials _____

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
21. Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.
26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.
- | | |
|---------------------------------|-----------------|
| District: | Contractor: |
| Irma Regalado | <i>Name:</i> |
| Finance Department | |
| Parlier Unified School District | <i>Address:</i> |
| 900 S. Newmark Ave. | |
| Parlier, CA 93648 | |
27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
28. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of \$25,000.00, the effectiveness of this Agreement is contingent upon the approval of the Parlier Unified School District Board of Education.
33. Executed at Parlier, California, on the date and year first written above.

DISTRICT

Parlier Unified School District

Irma Regalado, Executive Director of Finance

Date

CONTRACTOR

Name: _____ *, Title:* _____

Date

Civil Rights Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, [AD-3027](#), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:

202-690-7442; or

email:

Program.Intake@usda.gov.

This institution is an equal opportunity provider.