



REQUEST FOR QUALIFICATION AND PROPOSAL (RFQ/P) – CATERING SERVICES

NOTICE IS HEREBY GIVEN that the San Joaquin County Office of Education (“SJCOE”) is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide professional catering services for the Sky Mountain Outdoor Education Center.

Respondents to this RFQ/P should mail or deliver the required proposals in a sealed envelope (together, “Submittal”), as further described herein, labeled “Submittal for Professional Catering Services” to:

San Joaquin County Office of Education
Attention: Annie Cunial
P.O. Box 213030
Stockton, CA 95213-9030

Proposal Due Date: November 4, 2021, 4:00 P.M. PDT

RFP Administrator: Annie Cunial
Email: acunial@sjcoe.net
Phone: (209) 468-9101

All questions must be emailed to the RFP Administrator no later than: October 29, 2021, 4:00 P.M. PDT
Questions and answers concerning the RFP will be responded to the invitees on or about November 2, 2021.



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1 Introduction

1.1 Purpose

SJCOE requests proposals from companies to provide catering services for its Outdoor Education program at Sky Mountain Camp. The company will be required to develop a menu, prepare the food, staff/serve the program students/teachers and event attendees, and provide all the necessary equipment to accompany the meals (breakfast, lunch, and dinner) that is designed to accommodate a wide variety of food preferences/diets.

1.2 Background

Sky Mountain hosts year-round educational programs for students Mon-Fri, serving up to 120 students during snow months, and up to 200 students during non-snow months. Guest Groups of up to 200 people are also served on weekends and summer weeks.

1.3 Scope of Services

Upon contract award, the selected firm(s) will assign/utilize experienced/licensed professionals to provide the following services:

- 1.3.1 The Contractor selected must have at least 3 years of experience in catering for groups of 40-100 people, which includes preparing and serving food.
- 1.3.2 Contractor shall be responsible for staffing the event.
- 1.3.3 Contractor shall cater a breakfast, a lunch, and a dinner with beverages.
- 1.3.4 Contractor shall be prepared to cater breakfast and lunch with or without the use of an on-site kitchen. For example, Contractor would be responsible for providing prepackaged meals. If this situation arises, Contractor would be informed with advanced notice.
- 1.3.5 Contractor shall develop a suitable menu for each event that would cover a variety of dietary preferences. Recipes and cooking techniques may need to be adjusted to address food allergies.



- 1.3.6 Contractor and staff must be aware of and comply with current food safety laws in Placer County and California.
- 1.3.7 Contractor must agree to comply with each facility's rules and regulations for use of the kitchen and proper clean up. The contractor will be responsible for bussing and removal of all rental equipment, decorations, food related equipment, complete cleaning of the kitchen, and removal of all function related trash. In the event that a complete cleaning has not been made, any items of concern will be noted by the facility and may be charged to Contractor.
- 1.3.8 The following is a list of equipment which is supplied by our primary facility, Sky Mountain Lodge:
- Commercial Walk-in Refrigerator and Freezer
 - Low-Temp Dish Washer
 - Steel Prep Table
 - Double Stack Ovens
 - 36" 4 burner Gas Restaurant Range
 - Commercial Microwave
 - Three Compartment Sink
 - Others – a Commercial Coffee Station

The provision of all further necessary equipment for catering services will be the responsibility of the contractor. This includes, but is not limited to, dishes, glasses, pots and pans, heated/refrigerated vessels for serving and transporting, service ware, linens, and table decorations. The prep kitchen must be thoroughly cleaned at the end of each event

2 General Submittal Requirements

2.1 Contract Period

The term of this Contract shall be for a period of one (1) years from the effective date of the final signatures and approval by the SJCOE. The SJCOE may elect to extend the contract agreement for additional one (1) year periods on a year-to-year basis, for a maximum of 3 extension years, on the same terms and conditions, upon providing written notice to Contractor not less than thirty (30) days prior to expiration of the Contract.



2.2 Proposal Submittal Requirements

All proposals must be received by SJCOE no later than 4:00 p.m. Pacific Daylight Time (PDT) on Thursday, November 4, 2021.

All proposals must be submitted in writing, including any copies or flash drives, and should be mailed or hand-delivered to:

San Joaquin County Office of Education
ATTN: Annie Cunial
P.O. Box 213030
Stockton, CA 95213-9030

The complete proposal shall be placed in a sealed package with the label:

Submittal for Professional Catering Services

The RFQ/P response and all applicable requested documents, forms, appendices, samples, fee schedules and required number of copies, must arrive by the specified deadline date and to the specific address indicated above to be considered. SJCOE may deem a proposal nonresponsive if the Respondent fails to provide all required documentation and copies. No proposal will be accepted by SJCOE after the deadline.

Submission of proposals in a manner other than as described in these instructions will not be accepted.

2.3 Content of Proposal

Proposals shall be based only on the material contained in the RFQ/P, amendments, addenda and other materials published by SJCOE relating to this RFQ/P. Proposals submitted in response to this RFQ/P must provide the requested information in the format specified in Section 3. The requested information is organized into individual sections, which should correspond to individual sections in the submitted proposals. Adherence to this format will help to ensure a fair and objective evaluation. Proposals must respond to each topic in the order presented, and responses should be numbered as stated in Section 3 of this RFQ/P. Note that responses to questions **MUST** be specifically answered within the context of the submitted proposal. The SJCOE Evaluation Committee will **NOT** refer to a designated website, brochure or other location for the requested information. Responses that utilize references to external materials as an answer will be considered nonresponsive.

SJCOE reserves the right to declare as nonresponsive and reject any proposals in which information is requested and is not furnished or when a direct or complete answer is not provided. Proposals failing to comply with the requirements may be eliminated from further consideration.



2.4 Respondent’s Questions

Email questions regarding this RFQ/P to acunial@sjcoe.net, no later than Friday, October 29, 2021, 4:00 P.M. PDT. Questions will not be accepted via telephone. Answers to questions from all Respondents will be replied in email to all Respondents on or about November 2, 2021.

2.5 Committee Review

It is anticipated that an evaluation of responses, cost information and a contract award recommendation will be presented to the Cabinet for approval.

2.6 Finalists and Interviews

From the proposals received, the SJCOE evaluation committee may identify a short list of finalists. The finalists may be scheduled for interviews, a taste sampling, and/or emailed supplemental questions. Respondents are encouraged to take note of the tentative schedule in subsection 2.7 of this RFQ/P for such presentations and supplemental questionnaires, and plan accordingly.

2.7 Tentative Schedule

This schedule indicates estimated dates for the RFQ/P process. reserves the right to adjust this schedule when appropriate.

Date	Event
10/6/2021	Release RFP to public
10/29/2021	4:00 p.m. – Deadline to submit questions to SJCOE
11/2/2021	SJCOE releases Q&As to all Proposers
11/4/2021	RFQ/P Proposal Due – must be received by 4:00 p.m. PDT.
11/8/2021	Evaluation period begins
11/15-19/2021	Final interviews or supplemental questions (in-person, Zoom, email), if necessary
December 2021	Staff recommendation for the final approval



3 Detailed Submittal Requirements

Proposal Format

Respondents shall prepare their proposals in accordance with the instructions outlined in this section. Proposals should provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of the RFQ/P. The proposal should be organized into the following major sections:

<u>PROPOSAL SECTION</u>	<u>TITLE</u>
1.0	Cover Letter
2.0	Table of Contents
3.0	Proposal Questionnaire
4.0	Fee Structure Proposal
5.0	Other Information

Instructions relative to each part of the response to this RFQ/P are defined in the remainder of this section. Response information should be limited to pertinent information only.

All proposals must be submitted in writing and Respondents shall complete and return all applicable documents, forms, appendices, samples, fee schedules and required number of copies. SJCOE may deem a Respondent nonresponsive for failure to provide all required documentation and copies.

Number of Copies - Each Respondent shall submit three (3) copies of their Statement of Qualifications (“SOQ”) including fee proposal and one (1) electronic copy on a flash drive in Microsoft Word compatible or PDF format. Proposals must include the RFQ/P title and the Respondent’s (company) name.

Proposal Section 1.0: Cover Letter (Maximum of 2 pages)

Provide a letter of introduction signed by an authorized officer of Respondent. If Respondent is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.

Include a brief description of why Respondent is well suited for, and can meet, the SJCOE’s needs.

Clearly identify the individual(s) who are authorized to speak for Respondent during the evaluation process.



Respondent shall certify that no official or employee of the SJCOE, nor any business entity in which an official of the SJCOE has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the SJCOE.

Respondent shall certify that no official or employee of Respondent has ever been convicted of an ethics violation.

Respondent shall sign and add the following language: "By virtue of submission of this Submittal, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct."

Proposal Section 2.0: Table of Contents

Each proposal must include a Table of Contents listing the sections included in the proposal.

Proposal Section 3.0: Proposal Questionnaire

Please provide a thorough answer immediately following each question. If attachments are provided in response to a question, indicate in the answer the specific tab and/or pages which respond to the question.

- Provide a brief summary of your company's history, years in business performing the specific services requested in this RFQ/P, all services offered, and clients served. Additionally, identify all business names used in the past and affiliated companies, if any.
- Indicate the location of your headquarters and subsidiaries, if any.
- Indicate the number of personnel (full-time, part-time, independent contractor and seasonal) at each company location.
- Please provide three (3) references from your current client list, where work was performed/invoiced within the last twelve (12) months that you would like SJCOE to consider as part of the proposal and evaluation. Include the following information for each client:
 - Client's name, address, email and current telephone number
 - Client's designated contact person and his/her name, email and current telephone number
 - A brief summary of the services provided
 - The time period during which the services were provided
- What actions or other measures would your company take in a situation where you were informed on the morning of an event that a working kitchen was no longer available when it was expected?



- Convincingly and briefly explain why your firm is the most qualified for this engagement.
- Advise if your company has had any health or safety code violations in the last (5) five years that have resulted in a hearing and/or license suspension or revocation.
- Identify professional required licenses, credentials, designations, advanced certifications, affiliations, qualifications, or awards held by your company and/or its key managers. Briefly describe how this translates to the service to be provided to SJCOE.
- Is your firm certified by any governmental entity as a minority-owned, woman-owned, or other-business enterprise?
- Please indicate your experience with any major disruption(s) of your business and how they impacted your clients. Please provide a copy of your Business Continuity Plan (BCP). If you do not have a formal BCP, indicate what contingencies your firm has made to address potential disruptions to client services in the event of a natural or man-made disaster, or pandemic.



Proposal Section 4.0: Fee Structure

Meal Plan	Sample Menu Items (included in the Appendix 6.2 and 6.3)	Cost Per person
Student Group		
Breakfast		\$ _____
Lunch		\$ _____
Dinner		\$ _____
Adult Group		
Breakfast		\$ _____
Lunch		\$ _____
Dinner		\$ _____

- Keep all fees at a per person rate.
- If you need more room to list breakfast and lunch options, please insert more lines on the above table.



Optional/Additional Services & Miscellaneous fees

If there are costs not reflected in the questions/table above, for miscellaneous services, please state those here, citing specific dollar amounts along with the services provided.

Optional/Additional Services and Miscellaneous Fees	Proposed Hourly Rate OR	Proposed Per-Event Rate	
Cost per Server/Staff			

Proposal Section 6.0: Other Information

We will accept, for inspection, submissions of any materials you are currently using with other clients and, on request, will return these items after the selection process is completed. Please label all items you wish to have returned with your company’s name and address.

4 Evaluation of Responses

4.1 Evaluation Process

The selected Respondent must successfully pass all the following levels of review:

Level I: Review of Qualifications, Experience & References

The Proposal must demonstrate that the Respondent has a proven positive record as a responsible Contractor performing the services similar to those described in this RFQ/P for a minimum of 3 years; and has the resources and expertise to perform the required services.



Level II: Administrative Responsiveness

The proposal must demonstrate its responsiveness to the administrative requirements outlined in the RFQ/P, e.g., adhering to the submittal requirements detailed in Section 3.

Level III: Proposed Services & Fees

Each firm's proposed plan of services and fees for providing the required services (Section 1.3) are evaluated and ranked by the evaluation panel.

Interviews or follow up questionnaire may be conducted for short-listed proposals, in-person or through e-mail.

Level IV: Final Approval

The Respondent that demonstrates to be the most qualified to provide the required services at the best overall value to SJCOE, as determined by the evaluation panel, will be recommended for contract award.

4.2 Evaluation Committee

An evaluation committee will be established to evaluate all proposals. The evaluation committee may request some or all Respondents to conduct a sample taste-testing of their proposed menu. If a sample taste-testing is requested, Respondents will be notified via email at least three business days in advance to schedule. Sample taste-testing should be limited to 30 minutes followed by a 30-minute question and answer period. The proposed Presenter should lead the taste-testing. Key staff, who would be working on the contract if awarded, should also be present. The highest scoring Respondents may be invited by SJCOE to participate in an in-person interview at our business location or will be sent a follow up questionnaire via email. Interviews may be conducted telephonically, Zoom, or by email, if necessary.

4.3 Evaluation Criteria

The evaluation committee will recommend award of contract(s) based upon the best combination of price, experience and quality of service delivery. Submitted proposals will be evaluated based on the following factors:



Evaluation Factors
Contractor Qualifications:
Company's past performance on contracts of similar size and scope/Experience serving large groups/References for 3+ years
Experience and qualifications of key personnel assigned
Quality of maintenance and service
Quality and Responsiveness of the Proposal:
Adherence to submittal requirements
Sample tasting
Proposed potential menu items – quality and variety
Proposed Fees – Best Overall Value

SJCOE shall reserve the right to use such other criteria as may be deemed appropriate in evaluating proposals, even if such criteria are not mentioned in the RFQ/P. Each proposal submission will be reviewed, evaluated and assigned a score based on the criteria outlined above. The highest scoring Respondents may be invited by SJCOE to participate in an in-person interview at our business location. Interviews may be conducted telephonically, if necessary.

5 General Terms and Conditions

5.1 General Conditions

Submission of a response to this RFQ/P shall constitute acknowledgment and acceptance of the standard terms and conditions set forth herein.

5.2 Proposal Submission

All proposals must be submitted by the deadline specified in the RFQ/P. Late responses will not be considered. Proposals should contain accurate and complete information as required in this RFQ/P. The Respondent is liable for all errors or omissions incurred by the Respondent in preparing the proposal. The Respondent will not be allowed to alter the proposal documents after the due date of submission. Unclear, incomplete, and/or inaccurate documentation may cause a response to be removed from further consideration. Unnecessary or lengthy responses beyond those needed to sufficiently respond to all of the RFQ/P requirements should be omitted.

5.3 Respondent Assumes RFQ/P Costs

SJCOE shall not be liable for any expenses incurred by any Respondent



prior to issuing any contract that may result from this RFQ/P. If Respondents are selected for personal interview, additional copies of the proposal may be required. These copies must be exact duplicates of the response initially submitted.

5.4 Amendments to RFQ/P

SJCOE retains the right to amend this RFQ/P and will make reasonable attempts to notify prospective Respondents of any changes.

SJCOE will not be liable for the Respondent's failure to receive such notice and any consequential non-responsiveness or noncompliance. SJCOE reserves the right to extend the deadline for submission. Respondents will have the right to revise their response in the event the deadline is extended.

5.5 SJCOE's Right to Reject Proposals and Withdraw RFQ/P

SJCOE reserves the right to reject any or all proposals; to waive any minor informality in proposals received; to reject any unapproved alternate proposal(s); and to reject the proposal of any Contractor who has previously failed to perform competently in any prior business relationship with SJCOE. The withdrawal of this RFQ/P or rejection of any or all proposals shall not render SJCOE liable for costs or damages.

5.6 Award of Contract

Firms awarded a contract pursuant to this RFQ/P will be required to enter into a written contract with the SJCOE. This RFQ/P and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. SJCOE reserves the right to negotiate the terms and conditions of any contract resulting from this RFQ/P.

5.7 Independent Contractor

The selected Contractor shall, at all times during the term of any contract resulting from this RFQ/P, retain its status as an independent contractor. The Contractor's employees shall under no circumstances be considered or held to be employees or agents of SJCOE.

5.8 Standard Provisions

Contractor(s) must comply with the Standard Provisions of SJCOE Professional Services Agreement, attached hereto as Appendix 6.1.



5.9 Insurance and Indemnification

If awarded a contract, the respondent will furnish the SJCOE evidence of insurance coverage with the minimum limits, as set forth in the Required Insurance and Minimum Limits provided in Appendix 6.1.

The Contractor must maintain the required insurance coverage for the duration of any contract resulting from this RFQ/P.

The Contractor must certify that it is aware of and will comply with Labor Code 3700 of the State of California requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any services under the terms of any contract resulting from this RFQ/P.

The Contractor will be required to indemnify the SJCOE in accordance with the Contract Agreement set forth provided in Appendix 6.1.



6 Appendix

- 6.1 Standard Professional Services Agreement
- 6.2 Sample Menu for Student Group
- 6.3 Sample Menu for Guest Group

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
TROY A. BROWN, Ed.D., COUNTY SUPERINTENDENT OF SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

The San Joaquin County Office of Education, hereinafter called SJCOE, has need of the specialized services of _____, an independent contractor, hereinafter called CONTRACTOR/CONSULTANT, for the period specified herein, according to the following terms and conditions (this contract being the "Agreement"). The CONTRACTOR/CONSULTANT shall be, for the purposes of this Agreement, an independent contractor/consultant and shall not be deemed an employee of SJCOE for any purpose.

SJCOE may provide such supplies and equipment as shown herein for the convenience of CONTRACTOR/CONSULTANT and such accommodation shall not operate as an indicia of employment.

I. TERM

1. Duration : _____
2. CONTRACTOR/CONSULTANT shall begin services on _____

II. SERVICE TO BE PERFORMED

CONTRACTOR/CONSULTANT shall:

Contractor retains the sole right to control or direct the manner in which the services described herein are to be performed. Subject to the foregoing, SJCOE retains the right to inspect CONTRACTOR/CONSULTANT's work to ensure conformity with the desired result.

See Attachment

Attachment(s) shall become part of the Agreement. If there are any conflicts between the attachment(s) and the initialed pages of this contract, the initialed pages shall be the accepted terms.

If Box Checked, Please Initial: _____
 SJCOE CONSULTANT

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? Yes No
2. Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? Yes No
 If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? Yes No

III. MANNER OF PERFORMANCE

CONTRACTOR/CONSULTANT shall perform all services as needed by SJCOE in a competent and professional manner under the direction of, _____ hereinafter called PROJECT MANAGER who shall review CONTRACTOR/CONSULTANT'S performance and determine the final acceptance of the end product to be produced under the terms of this Agreement.

IV. PLACE OF PERFORMANCE

CONTRACTOR/CONSULTANT shall render service(s) described in Article II at any and all locations as required to complete the Agreement.

V. SUPPLIES AND EQUIPMENT

CONTRACTOR/CONSULTANT shall not have access to and use of supplies and equipment owned by SJCOE, unless stated herein for the purposes of performance of the services described in Article II. _____.

CONTRACTOR/CONSULTANT agrees to use ordinary care to safeguard and maintain equipment or supplies listed below, and shall be held accountable for loss, damage, or destruction arising within this clause.

VI. COMPENSATION

1. CONTRACTOR/CONSULTANT shall be compensated \$ _____ for the services stipulated in Section II.
2. Payment shall be made no later than thirty (30) days after receipt of an invoice properly completed by the CONTRACTOR/CONSULTANT and approved by the Project Manager. All invoices should include the Purchase Order number and be submitted in duplicate.
3. In the event the CONTRACTOR/CONSULTANT is allowed and authorized to incur and shall be reimbursed for the following personal expenses attendant to the performance of services as described in Article II; expenses shall not exceed \$ _____ and must be in compliance with the approved SJCOE rates listed below.

Breakfast	\$13.00	Lodging	\$203.00 (per night, plus tax)
Lunch	\$14.00	Mileage	56¢ per mile
Dinner	\$23.00		

Note: If CONTRACTOR/CONSULTANT requires air travel and if such travel is approved as an additional expense, CONTRACTOR/CONSULTANT is expected to purchase coach class 30 day advance ticket.

VII. WARRANTY

CONTRACTOR/CONSULTANT warrants that it has the expertise or has experts available to help in the preparation of services as set forth in Article II in a manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession. CONTRACTOR/CONSULTANT further warrants that he/she will perform said services in a legal-adequate manner in conformance with all applicable federal, state and local laws and guidelines.

VIII. CHANGES

SJCOE or CONTRACTOR/CONSULTANT may, from time to time, request changes in the scope of the service(s) of CONTRACTOR/CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S/CONSULTANT'S compensation and/or changes in the schedule must be authorized in advance by SJCOE IN WRITING. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

IX. LIABILITY OF CONSULTANT-NEGLIGENCE

CONTRACTOR/CONSULTANT shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards of CONTRACTOR'S/CONSULTANT'S profession, and shall be liable for it own negligence and the negligent acts of its employees, agents, contractors, and subcontractors. Except as set forth in this Agreement, SJCOE shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to CONTRACTOR/CONSULTANT or it employees, agents, contractors or subcontractors.

X. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, CONTRACTOR/CONSULTANT shall fully indemnify, defend, and hold harmless SJCOE, its officers, officials, agents and employees from and against any and all claims, damages, demands, liability, costs, losses, and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with CONTRACTOR'S/CONSULTANT'S performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss of damage which was caused by the sole negligence or willful misconduct of SJCOE. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. This indemnity shall apply regardless of any active and/or passive negligent act or omission of CONTRACTOR/CONSULTANT, or its agents or employees. The indemnity in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

XI. CONTRACTOR/CONSULTANT TO PROVIDE INSURANCE

CONTRACTOR/CONSULTANT shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of this Agreement, to the extent required by law, the policies of insurance specified below:

1. 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.
2. Comprehensive General Liability Insurance in the amount of \$ **1,000,000.00**
3. CONTRACTOR/CONSULTANT must provide a certificate of insurance prior to beginning any work under this Agreement Yes N/A
4. If student contact shall occur, the Certificate of Insurance must show liability coverage in the amount of \$**1,000,000.00** for Child Abuse, Child Molestation and or Sexual Abuse. No coverage will be accepted without these declarations.
5. By signing this Agreement CONTRACTOR/CONSULTANT confirms that all requirements of this section have been met.
6. The insurance shall name the Superintendent, the County Board of Education, officers or employees as additional named insured in the policy.

XII. ASSIGNMENT

This Agreement is for personal services to be performed by CONTRACTOR/CONSULTANT and may not be assigned to, sublet to, or performed by any person or persons who are not parties hereto except by employees of CONTRACTOR/CONSULTANT.

XIII. TERMINATION OF AGREEMENT

This Agreement shall terminate as set out in Article I, except:

- (a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses to perform, according to this Agreement.
- (b) SJCOE may terminate services of CONTRACTOR/CONSULTANT at any time, if, in the professional judgment of the PROJECT MANAGER named herein, CONTRACTOR'S/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet SJCOE'S requirements as specified in Article II.
- (c) Either party may terminate upon 30 days written notice.
- (d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

XIV. NOTICES

All notices and demands between the Parties hereto shall be in writing and served either personally or by overnight delivery with a tracking system confirming delivery to the addresses set forth below. Said notices or demands shall be deemed given when personally delivered or confirmed delivered by overnight tracking to the Party to whom said notice or demand is to be given or made.

Such notices and demands may also be sent by facsimile, electronic-mail, or other similar electronic transmission device providing for a permanent record of the notice or demand, and if so served, said notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee. The address to which the notices are to be sent may be changed by either party advising the other in writing of such change.

All notices and demands shall be given as follows:

To SJCOE:
 San Joaquin County Office of Education
 Attn: Warren Sun
 2922 Transworld Drive
 Stockton, CA 95206

To Contractor:

XV. SJCOE'S RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in connection with those services described in Section II, and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

XVI. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and the attachment hereto of an addendum mutually executed setting forth the extended term.

XVII. CERTIFICATION OF CONTRACTOR STATUS

In the performance of services imposed by this Agreement, the CONTRACTOR/CONSULTANT is at all times acting as an independent contractor and not an employee of SJCOE. The CONTRACTOR/CONSULTANT shall not have any claim under this Agreement or otherwise against SJCOE for vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits or any other benefits usually provided to employees. CONTRACTOR/CONSULTANT understands and agrees that no taxes or deductions will be withheld from the payments made hereunder to CONTRACTOR/CONSULTANT and that no taxes will be paid by SJCOE on CONTRACTOR'S/CONSULTANT'S behalf to any governmental taxing body. Further, in the event that SJCOE is hereafter determined to be the employer of the CONTRACTOR/CONSULTANT and is obligated thereby to pay any taxes or charges whatsoever to any taxing body as a result of that determination, CONTRACTOR/CONSULTANT agrees to indemnify and hold harmless SJCOE for all sums paid by the CONTRACTOR/CONSULTANT to the taxing bodies and all expenses incurred incidental thereto, including attorneys' fees and costs. Should CONTRACTOR/CONSULTANT contract with, or employ any persons to assist him on this project, it is agreed that such persons are not employees of SJCOE nor parties to this Agreement and shall have no rights hereunder. CONTRACTOR/CONSULTANT further agrees to make no claim against SJCOE for any unemployment benefits, workers' compensation benefits or medical benefits and expressly agrees the CONTRACTOR/CONSULTANT is not entitled to any such benefits. CONTRACTOR/CONSULTANT agrees that he/she assumes all responsibility in relation to providing SJCOE with an Employer Identification Number or Social Security Number as required by IRS regulations in relation to the conduct of his/her business.

XVIII. LABOR CODE

No CONTRACTOR/CONSULTANT may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No CONTRACTOR/CONSULTANT may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

The CONTRACTOR/CONSULTANT shall comply with the applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects. Copies of the prevailing rate of per diem wages are on file at the San Joaquin County Office of Education, 2707 Transworld Drive, Stockton, CA 95206 and are also available on-line at the California Department of Industrial Relations website.

Department of Industrial Relations compliance is mandatory for all San Joaquin County Office of Education Departments and/or School Sites.

1. All vendors providing professional services for buildings and sites related but not limited to the following:

- (a) Design Agreements
 - Architects when subcontracting prevailing wage work
- (b) Consulting Agreements for on-site testing
 - Geotechnical Testing
 - Hazardous Materials Testing
 - Materials Testing

MUST be registered with the Department of Industrial Relations prior to providing services.

if box is checked, compliance is required for this contract

If Box Checked, Please Initial:

SJCOE CONSULTANT

XIX. CONFIDENTIAL AND TRADE SECRET INFORMATION

CONTRACTOR/CONSULTANT acknowledges that, during the term of this Agreement, CONTRACTOR/CONSULTANT may have access to privileged and confidential knowledge, data, files, records, materials and information, including, but not limited to, confidential student records (collectively, the "Confidential Information"). CONTRACTOR/CONSULTANT shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of SJCOE employment and student records and information which CONTRACTOR/CONSULTANT may have access to in the course of performing services under this Agreement. CONTRACTOR/CONSULTANT covenants and agrees to keep all Confidential Information confidential and not to disclose Confidential Information directly or indirectly during, or subsequent to, the term of this Agreement. CONTRACTOR/CONSULTANT and all of its agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Confidential Information received in the course of performing the services authorized under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Any use of the Confidential Information accessed by Consultant other than for SJCOE'S benefit in connection with the independent contractor relationship between CONTRACTOR/CONSULTANT and SJCOE established by this Agreement will constitute a wrongful usurpation of the Confidential Information by CONTRACTOR/CONSULTANT. The CONTRACTOR/CONSULTANT hereby agrees to forever hold the Confidential Information in strict confidence and secret.

XX. INVALID PROVISION

Should any provision of this Agreement be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with said provision eliminated.

XXI. GOVERNING LAW

This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted in all respects in accordance with the laws of the State of California except where otherwise specifically set forth herein.

WITNESSETH

• Contractor/Consultant Information •

Company Name (If Applicable)

CONTRACTOR/CONSULTANT Name (Please Type or Print) _____ CONTRACTOR/CONSULTANT Signature _____

Street Address _____ Date _____

City, State, Zip _____

• Certification Regarding Debarment, Suspension or Ineligibility •

The CONTRACTOR/CONSULTANT certifies that the CONTRACTOR/CONSULTANT, and any of its Principals, independent contractors, and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and ;
2. Have not, within a three-year period preceding this contract, 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 2. (above) of this section; and
4. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Project Manager's Signature Contractor/Consultant Signature

• Labor Code Certification •

This project is NOT subject to compliance monitoring and enforcement by the Department of Industrial Relations

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

I hereby certify that the **CONTRACTOR/CONSULTANT** is registered with the Department of Industrial Relations (DIR) and will do all work in compliance with paragraph XVIII above.

Project Manager's Signature Contractor/Consultant Signature

• Project Manager Authorization •

Total Contract Amount: \$ _____

I have reviewed the legal and procedural guidelines pertinent to the determination of Independent Contractor Status, including IRS Revenue Ruling 87-41, with regard to this contract. I believe that the hiring of the named individual(s) under the status of Independent Contractor(s) is appropriate and legal.

Project Manager's Signature Date

• Fingerprinting Certification •

I hereby certify that the **CONTRACTOR** for this project will have contact with students as indicated below:

CONTRACTOR/CONSULTANT will have **NO** contact with students.

CONTRACTOR/CONSULTANT will have contact with students only in the immediate presence of a SJCOE staff member.

CONTRACTOR/CONSULTANT will have unsupervised contact with students. A contractor certification is attached.

Project Manager's Signature Date

• San Joaquin County Office of Education •

Contract Manager's Signature Date

Sample Menu for **Student Group**

Appendix 6.2

	Monday	Tuesday	Wednesday	Thursday	Friday
Breakfast		Cinnamon Rolls Chicken sausage Yogurt Apple Juice Milk	Mini Croissants Chicken sausage Yogurt Apple Juice Milk	Pancakes Butter and Syrup Bacon Yogurt Apple Juice Milk	Cheddar Cheese Muffins Turkey sausage links Yogurt Apple Juice Milk
Lunch	Honey BBQ Wings Tater Tots Milk Celery and Ranch Orange Wedges	Chicken Soft Tacos Chicken Verde Flour Tortilla Lettuce and Cheese Refried Beans	Pizza Grilled Cheese Potato chips Milk Grapes Romaine Mix/Dressing	Corn Dogs Corn Chips Milk Celery and Ranch Orange Wedges	Soy Butter Sandwich Carrots and Ranch Goldfish Green apple Cheese stick Milk
Dinner	Baked Ziti Garlic Break Fresh Baked Cookie Romaine Mix/Dressing Fresh Baked Cookie	Chicken Strips Mashed Potatoes Fresh Baked Roll Fresh Baked Cookie	Hamburgers Bun Lettuce, Cheese, Pickle Potato Chips Fresh Baked Cookie	Chicken Rice Bowls Teriyaki sauce Grilled Chicken Steamed Veggies Eggroll Fresh Baked Cookie	

		Drinks	Drinks		
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