Lawndale Elementary School District

Procurement Procedures
( includes Food Services)
Effective July 1, 2017

Dr. Elizabeth Hamilton, Superintendent

Date
The mission of the LESD Purchasing Department is to facilitate best practices in the procurement of goods and services necessary for the effective and efficient operation of the District. It is our goal to conduct business with the highest level of customer service, ethical standards, fairness, and transparency while welcoming qualified, diverse, and responsible vendors. We provide an efficient centralized service to all schools and departments in the procurement and delivery of equipment, supplies, and services needed to support the District’s educational programs at the most affordable pricing while adhering to Board policies, California legal codes, and all applicable county, state and federal laws and regulations. These policies are in compliance with Lawndale Elementary School District’s Code of Conduct.

The following values are essential to the LESD Purchasing Department and to our business partners:

- Excellence in customer care
- Providing accurate and timely information
- Building effective partnerships
- Innovation in developing and providing successful solutions
- Ensuring that procurement of all goods and services represents the best value, quality, and service

It is our goal to provide our current and prospective business partners a user-friendly website to easily access established purchasing forms, policies, procedures, regulations and guidelines.

**POLICY GUIDELINES**

Purchases of non-instructional goods and services in the amount up to the bid limit (currently $86,300) are submitted on a District Requisition. All requisitions are authorized by the administrator responsible for the funding indicated on the requisition. All requisitions must be approved by the Accounting Department, Special Projects (if applicable), the Assistant Superintendent of Business and the Director of Purchasing Department.

Requisitions for individual items exceeding $5,000 are expected to have a minimum of three informal quotes. These quotes are often prepared by the site or department submitting the request. The purchasing department is available to prepare requests for quotes, set up vendor meetings, or provide other assistance. No commitments to vendors are to be made by employees when securing information-quote for products and/or services.

All purchases that exceed the legal bid limits must adhere to the advertised bid procedure required by the State of California. The Board must approve all bids prior to award. The purchasing department will facilitate advertised bids.
The following guidelines will provide a consistent means to ensure that the District complies with California Public Contract Code and related regulations:

1. **$88,300 threshold:** For major purchases of equipment, material, supplies, non-construction services, repairs and selected maintenance projects, the bid threshold is $88,300. This amount is increased annually by the State of California according to published inflation indices. The project initiator will obtain three proposals and the project is subject to approval by Chief Business and Financial Officer. Projects may be subject to competitive bidding, even if under the threshold. Purchasing will determine which projects must go through bidding process.

2. On all bid projects, the scope of work shall be clearly written in order to avoid change orders and the appearance of bid splitting. Part 3, Chapter 1, Article 3, Section 20116 of the Public Contract Code addresses the issue of separating projects into smaller segments to avoid competitive bidding.

**ADVERTISED BIDS**

Lawndale Elementary School District shall seek competitive bids through advertisement for contracts involving an expenditure of $15,000 or more for a public project. "Public projects" include construction, reconstruction, renovation, improvement, painting, repainting, demolition and repair work for any District owned, leased or operated facility (Public Contract Code 22002).

Unless otherwise authorized by law, contracts shall be awarded to the lowest responsible and responsive bidder who shall give such security as the Governing Board requires, or else all bids shall be rejected.

Upon a determination that it is in the best interest of the District, the Purchasing Department may purchase, lease or contract for data-processing equipment, purchase materials, supplies, and equipment using existing piggybackable bids without advertising for bids (Public Contract Code 20118).

**TYPE OF REQUISITIONS**

**Purchase Requisitions**

Requests for supplies not stocked in the warehouse must be submitted on a "Purchase Requisition Form." All orders must go through the purchase requisition approval process and will be placed through the purchasing department. The form is to be filled out in accordance with the following instructions:

1. DATE: Enter the date that the requisition is forwarded to the Accounting department.

2. ORIGINATOR: Identify school or department for routing of purchase order copy. Please note deliveries should be made to the district warehouse.
PROCUREMENT PROCEDURES
(Including Food Services)

3. REQUESTOR/ROOM NUMBER: Enter name and room number of the person who is to receive the order.

4. SOURCE: Identify suggested vendor by company name, address, telephone, fax, and e-mail (if available). If source information is unavailable, indicate most recent purchase order number and date for similar item. If no information is known, the purchasing office will locate the best available source.

5. QUANTITY: Enter the number of each item to be ordered.

6. STD. UNIT: Enter the standard unit for each item. Example: Each (ea.), Dozen (doz.), pound (lb.), gallon (gal.), box (box).

7. DESCRIPTION: Completely describe the item to be ordered, including but not limited to: general description, type, size, color, material construction, make, model, selected options, quantity per package, etc. If description is taken from a catalog, include item number or any information that contributes to a clearer understanding of the originators’ requirement is helpful. You can also state “see attached” and provide an attached description of what you need (i.e. attach a quote from the vendor or a legible list of items).

8. LCAP GOAL(S): Enter the LCAP goal supported by the purchase you are making.

9. SPECIAL INSTRUCTIONS: Write special instructions pertaining to the order (i.e. deliver to school cafeteria, give check to purchase requisition originator, etc.).

10. ACCOUNT NUMBER: Use 30-digit account number to which items are to be charged.

11. GROUPING: Do not include equipment and supplies on the same requisition as they are charged to different accounts and require separate processing. Group similar types of distinctive items together.

EXAMPLE: Combine various art supplies on one requisition, custodial supplies on another, science equipment on another, etc. Proper groupings expedite processing of requisition and purchasing of materials.

Use separate requisitions for exclusive listing of:

a. Living cultures (designate room number and teacher’s name).

b. Printing (attach "complete" photo-ready copy with specifications of type style, weight of paper, etc.; identify proofreader).

c. Items requiring special handling (perishables, etc.).

12. REPLACEMENT EQUIPMENT: Requisitions require the following format;

a. Describe new item to be purchased (make, model, etc.).

b. Identify old item to be replaced (make, model, etc.).
c. If old item is a "trade in" give model number, inventory number, and serial number. If item is not traded in, it will be picked up by the district maintenance department.

d. If old item is not available for trade in (i.e. has been lost or stolen), give inventory number, serial number, and date of Loss or Damage Report of missing item. Items for replacement due to burglary and vandalism must be submitted to the assistant superintendent-business.

13. SPACING: Crowded requisitions are difficult to process. When preparing a requisition, please allow adequate room for additional information.

14. SIGNATURES: Requestor's name may be signed or typed (initials are not sufficient). This permits purchasing to make contact when questions arise. Administrator's signature is necessary for official approval.

15. DEADLINE: If delivery deadline is critical (summer school, living cultures, special project, etc.), type and underline the deadline date. Allow realistic lead-time for business/account action, quotation and procurement. Shipments are received at the district warehouse for further delivery to school/offices.

16. ROUTING OF REQUISITION COPIES: When signed by requestor, retain Gold copy (Originator's copy) and route copies to accounting office, accounting office shall forward copies to business office and business office will forward to the purchasing department.

EXCEPTION: Some requisitions will need to be routed to Educational Services, Special Projects or Information Technology for prior approval.

17. COMPLAINTS: Advise the purchasing department in writing if discrepancies occur. Submit samples of defective material, if applicable.

18. RESTRICTIONS: DO NOT use this form for warehouse stock, use form "Warehouse Order".

19. REQUEST TO CANCEL OR CHANGE REQUISITION: A telephone call followed by a memo requesting cancellation or change must be made to the purchasing department. Indicate the requisition number, specify change to be made, and include brief reason for cancellation or change.

   a. If the requisition has been previously received in the purchasing department, the requested change will be made if time and circumstances permit.

   b. If the requisition is not on file in the purchasing department, the request for change will be returned to the originator with appropriate explanation.

   c. If the request for change involves the changing of an account number, the request for change must first go through the accounting department.
Warehouse Orders

Requests for supplies listed in the warehouse supply catalog must be submitted on a warehouse order form. This form is to be filled out in accordance with the following instructions:

1. DATE: Enter date that requisition is forwarded to the purchasing department.

2. SCHOOL: Enter name of school, central office, or site to which delivery is to be made.

3. ACCOUNT NUMBER: Use 30-digit account number to which items are to be charged.

4. STOCK NUMBER: Enter the correct stock number for each item, copied exactly from the warehouse supply catalog. Incorrect numbers entered on the requisition will cause shipment of wrong items.

5. QUANTITY: Enter the number of each item requested.

6. UNIT OF ISSUE: Enter the unit of issue for each item exactly as specified in the catalog.

7. TYPE OF ORDER: Do not mix items from different sections of the catalog. Use separate warehouse order for custodial items, forms, paper etc.

8. DESCRIPTION: Enter exact wording to identify the item. In filling requisition, the description is used to clarify numbers that are questionable.

9. COST: Enter prices from warehouse supply catalog. Actual charges to individual accounts are based on prevailing costs to the district and will be changed if necessary.

10. SPACING: Items should be double-spaced.

11. REQUESTOR: Write legibly, the name of the person submitting the request.

12. APPROVAL: Signature of the administrator responsible for reviewing and approving the request.

13. ROUTING OF THE REQUISITION COPIES: When completely filled out and signed:
   a. Originating office retains and files Gold copy.
   b. Send all remaining copies to the purchasing department.
c. Orders for custodial supplies must be first sent to the Director of Maintenance for approval.

PURCHASE ORDERS

1. A "Purchase Order" is the approved authorization for the purchase of equipment and or supplies for district funds.

2. The purchase order form with the Assistant Superintendent-Business signature, as approved by the governing board, becomes a contract between the district and the vendor.

3. Preparation of the purchase orders is a function of the purchasing department. Every purchase order number must be accounted for and reported to the board. Therefore, rigid control is maintained.

4. Any order placed without an approved purchase order becomes a personal liability on the part of the individual who placed the order and who must assume responsibility for payment thereof.

5. After a purchase order has been issued to a vendor, no additions, deletions, or other changes shall be made except as authorized by the purchasing agent.

6. After a purchase order has been approved, the copies are distributed as follows:
   a. VENDOR (Original) – Faxed or e-mailed to the supplier as written authorization to ship specified material at prices indicated.
   b. RECEIVING COPY/WAREHOUSE FILE COPY – Filed in warehouse until merchandise is received.
   c. PURCHASING COPIES – Filed in numeric order.
   d. ACCOUNTS PAYABLE COPY – Used by the accounting department for auditing invoices and payment.
   e. SCHOOL/DEPT. COPY - Sent to the ordering school or department for information only. Requestor should review this copy and if any discrepancies are found, notify the purchasing department immediately.
   f. REQUEST TO CANCEL OR CHANGE PURCHASE ORDER – An e-mail requesting cancellation or change must be made to the purchasing department. Indicate the purchase order number, specify change to be made and include brief reason for cancellation or change.
   g. If a requested change is approved by the purchasing agent, notice will be given to the vendor, receiving, and accounts payable.

TYPE OF PURCHASE ORDERS

1. Itemized Purchase Orders - for books (library/classroom), classroom and office supplies, custodial supplies, paper goods, sanitary goods, playground/health/art supplies, furniture,
office/classroom equipment, software, newspaper/magazine subscriptions, conference registrations, etc.

2. **Blanket Purchase Orders** – are open accounts with the vendor that authorize purchases up to the total dollar amount of the purchase order, including tax and shipping/handling. Blanket Purchase Orders are good through June 30 of each school year. It is the site’s responsibility to maintain the balance on the account.

3. **Purchase Orders for Service Agreements** – All consultant contracts shall be brought to the Board of Education for approval. After the Board approval, a requisition needs to be submitted. Attach a copy of the Board approval, completely filled out and signed contract/agreement, and a W-9 together with Form 590 (for CA Non-Residents if exempt from Back-up Withholding) to the requisition copy and send to Purchasing. A Payment Request Form is not necessary to issue a PO, but if payment is needed, then it needs to be attached with the requisition.

No consultant can be paid prior to Board approval. Purchasing will not issue a PO without the Board approval. No person currently employed by the District can be paid as a consultant.

4. **Purchase Orders for Services Provided** – when the service provider is a company, service contract is required. All service contracts shall be brought to the Board of Education for approval.

5. **Purchase Order for equipment maintenance contracts** – in the beginning of each year, sites need to renew the maintenance contracts for their copiers and duplicators. The accounting department informs schools/departments of projected expenses based on their duplicating needs. Schools/departments do a requisition and submit to purchasing.

6. **Purchase Order for Professional Services (Construction Related)** – All independent consultant agreements shall be brought to the Board of Education for approval.

7. **Pre-authorized Purchase Orders** – Purchasing recognizes that emergency needs do occur and that special requirements may prevent a department from providing the normal order procedure. In such cases, Purchasing will issue a pre-authorized PO number.

8. **Purchases made by District credit card** – Purchasing will use the district credit card to procure from vendors that do not accept purchase orders, or if there is an urgent need to pay for something. The requisition will be made out to the district credit card; a purchase number will be issued at that time. Upon receipt, the credit card statement will be matched with purchase orders and sent to Accounts Payable for payment.
CLOSING/CANCELING A PURCHASE ORDER

- Purchase Orders are closed/finalized if the items or services have been received and paid for, and no other charges will be made against the PO.

- Purchase Orders are canceled if the vendor cannot fulfill the order; the items have been discontinued, or items are no longer needed and PCS was able to cancel the order with the vendor.

PROCUREMENT PROCEDURES FOR SCHOOL NUTRITION PROGRAMS

Lawndale Elementary School District, a School Food Authority (SFA) will purchase food and other items for use in the School Nutrition Programs (SNP) in compliance with 2 CFR Part 200, State and District regulations, using the procedures outlined as follows and in the attached chart of procedures.

The primary purpose of this procurement plan is to ensure that open and free competition exists to the maximum extent possible. The board believes that competition helps ensure that goods, equipment, and services will be obtained at the lowest possible cost. The procurement procedures practiced by the SFA describes the procedures used to purchase goods, equipment, or service for the SNP programs. These procedures will not unduly restrict or eliminate competition.

MICRO PURCHASE PROCEDURES

Micro purchases will be used to purchase goods and services that are needed on an emergency basis, for special or last minute catering events or for items needed only occasionally.

When micro purchasing procedures are used, the following conditions, stipulations, and terms will be met:

a. The aggregate value of the single transaction is under $3500
b. The District considers the price to be reasonable and will be documented and included in the procurement file

c. Micro purchases are equally distributed among qualified suppliers. A qualified supplier for food and supplies will be defined as a supplier who will accept a district purchase order and is within ten miles of the District headquarters. For emergency equipment repair, repair work will be distributed amongst those vendors who are familiar with the brand of equipment the District uses and is authorized to work on that brand by the manufacturer and can respond within 24 hours.
d. Invoices for micro purchases will be retained by the SFA with other program documentation and records for a period of three years after the end of the fiscal year to which they pertain or until the findings of audits are resolved.

SMALL PURCHASE PROCEDURES

Small purchase procedures are those relatively simple and informal procurement methods for procuring services and supplies that do not cost more than the simplified acquisition threshold fixed set by the State and Federal government, whichever is less.

When small purchase procedures are used, the following conditions, stipulations, and terms must be met:

- The goods, equipment, or services to be purchased will be adequately and consistently described for each prospective supplier so that each one can provide price quotes on the same merchandise or service. These specifications must be documented in written form.

- Specifications/food descriptions must be sent by e-mail to an adequate number of vendors. The district may develop a list of potential vendors throughout the school year. Vendors will be added to this list upon request. Districts in the surrounding area may be contacted to obtain their lists as well. These lists could be used to contact interested vendors.

- Responses from vendors must be in written form.

- Price quotation response will be retained by the SFA with other program documentation and records for a period of three years after the end of the fiscal year to which they pertain or until the findings of audits are resolved. The SFA will utilize its purchase documentation form and/or vendor contract form for this purpose.

COMPETITIVE FORMAL PROCUREMENT

The competitive formal procurement method is the preferred method for procuring equipment & food contracts valued over the most restrictive local, state, or Federal threshold, where 7 CFR 3016.36(d) (2) (i)(ii) applies. When competitive formal procurement procedures are used, the following conditions, stipulations, and terms must be met:

- The bid must be free of actions that might inhibit competition and allow the vendor adequate time to complete the bid (a minimum of 4 weeks).

- Bids will be publicly solicited (formally advertised) once per week for two weeks in a local newspaper and directly mailed to vendors and the public either by email or US mail. Advertisements (2 CFR, Section 200.320 [2] and California Public Contract Code, Section 20118).
• The bid must be advertised and include the general nature of the goods or services to be procured; method of procurement that will be used; how they can obtain more information; and the due date for the responses to the solicitation.

• A preconference bid meeting will be held 4 weeks prior to bid opening if the format of the bid has been significantly changed or several new items are being requested.

• The date that all addenda, changes, or answers to questions will be posted regarding the bid must be included in the original bid document as well as the website where the answers will be posted.

• The goods, equipment, or services to be purchased will be adequately and consistently described in writing for each prospective supplier so that each one can provide price quotes on the same merchandise or service.

• When using a Request for Proposal (RFP), the evaluation criteria must be included in the bid package and price must be the highest weighted factor.

• The evaluation criteria included in the RFP must be evaluated prior to evaluating price. There should be a committee of at least 2 persons who did not write the bid, evaluate the technical criteria of the RFP. The RFP is to be awarded to the most responsive responsible vendor who submitted the highest rated response as determined by the evaluation criteria.

• Responses from vendors must be in writing; signed by the authorized authority to submit the bid, be returned in a sealed envelope to the place specified in the bid documents on or before the date and time specified.

• Bid proposals will be retained by the SFA with other program documentation and records for a period of three years after the end of the fiscal year to which they pertain or until the findings of audits are resolved.

• The recommendation for bid award must be submitted to SFA’s School Board for the award of the bid.

• A firm, fixed-price contract award will be made by written notice to the most responsive and responsible bidder whose bid is lowest, when all other factors are considered as defined in the evaluation criteria set forth in the bid.

• Any and all bids may be rejected when there is sound documented reasons in the best interest of the program.

• All bids received will be documented and such documentation shall be maintained by the school district with other program records for three (3) years after the end of the fiscal year to which they pertain.
PROCUREMENT PROCEDURES
(Including Food Services)

- When the SFA chooses, purchases may be made through a cooperative agreement or piggybacking with other school districts when all procurement procedures are followed as required.

- For cooperative purchasing, SFA must maintain on file a copy of the bid; proof of advertising; and bid award documents from awarding school board for current year, plus three additional years.

- For piggybacking, SFA must obtain permission from District awarding the bid and the vendor awarded the bid. A copy of the bid, including the piggyback clause; proof of advertising, and proof of award from District’s school Board must be kept on file for current year plus three years.

NON-COMPETITIVE PROPOSAL

These types of proposals will be used only when procurement is not feasible under the small purchase procedures, sealed bid (formal advertising), or competitive proposals. The decision to use noncompetitive proposal will be justified in writing, approved by governing Board of Education, and be available for audit and review.

Circumstances under which procurement may be conducted by noncompetitive proposal will be limited to one of the following:

- The merchandise or service is available only from a single source.

- An emergency exists, and the urgency for the requirement will not permit the delay involved with sealed bids (formal advertising) or competitive proposal.

- After solicitation from a number of sources, competition is found to be lacking.

CHART OF PROCEDURES

The SFA will purchase the following products or group of products and services as per the stated purchase period using the identified procurement method.

Price quote time frame period is defined as the time frame for which bids or quotes are obtained and awarded.
<table>
<thead>
<tr>
<th>Product</th>
<th>Price Quote Time Frame</th>
<th>Procurement Method Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milk</td>
<td>Annually- with 2 year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Bread</td>
<td>Annually – with two year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Staples</td>
<td>Annually – with two year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Fresh Produce</td>
<td>Annually – with two year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Frozen Foods</td>
<td>Annually- with two year renewal options</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Processed Commodities</td>
<td>Annually- with two year renewal option</td>
<td>Cooperative Competitive Sealed Bids</td>
</tr>
<tr>
<td>Paper products (disposables)</td>
<td>Annually – with two year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Snack Items</td>
<td>Annually- with two year renewal option</td>
<td>Cooperative Competitive Sealed Bid - RFP</td>
</tr>
<tr>
<td>Armored Services</td>
<td>Annually- with four year renewal option</td>
<td>Micro purchase or Small Purchase Procedure</td>
</tr>
<tr>
<td>Chemicals</td>
<td>Annually - with two year renewal option</td>
<td>Small Purchase Procedure</td>
</tr>
<tr>
<td>Smallwares</td>
<td>As Needed</td>
<td>Micro purchase or Small Purchase Procedure</td>
</tr>
<tr>
<td>Equipment</td>
<td>As Needed</td>
<td>Small Purchase Procedure or Competitive Sealed Bids</td>
</tr>
<tr>
<td>Office supplies</td>
<td>As needed</td>
<td>Micro purchase or Small Purchase Procedure</td>
</tr>
<tr>
<td>Emergency supplies/ catering</td>
<td>As needed</td>
<td>Micro purchase</td>
</tr>
</tbody>
</table>

**PROTEST PROCEDURES**

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.
The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

In the event of a timely protest, the district shall not proceed further with the solicitation or award of the contract until the protest is resolved.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the date and time for Board consideration of the protest. The Board's decision shall be final.

**CONTRACT MONITORING**

In order to ensure that all vendors adhere to the contract, the District has the following rights which must be included on contract language:

1. **Product Inspection**

   All items shall be subject to the inspection of the District. Defective items shall be made good by the successful vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the successful vendor shall immediately remedy such defect in a manner satisfactory to the District.

2. **Right to Audit**

   Vendor acknowledges the District's right to conduct an appropriate audit of the books and records maintained by vendor, in connection with the goods and services provided to the District under this Agreement. For contracts with fixed cost plus delivery fee, District shall audit a minimum of 10 awarded items at a minimum of twice yearly to verify vendor is charging the correct fixed pricing.

3. **Pricing Discrepancy Penalty**

   District shall verify all pricing on invoices with awarded bid pricing. Should vendor overcharge District for any item, the District will request full reimbursement for the overcharge. The second time the vendor is notified of the overcharge, the District will access an additional two hundred percent (200%) penalty. By way of example only, should vendor charge $100.00 for items that it should have actually charged $50.00, vendor will immediately reimburse District the sum of $50.00 for the overcharge together with an additional sum of $100.00 for the penalty, for a total payment of $150.00.
4. **Buy American Provision**

The program administrator ensures, to the maximum extent possible, that every solicitation requires the purchase of domestically produced and processed (Buy American) foods.

5. **Geographic Preference**

Preference will be given, but will not be limited to, qualified firms in the State of California.

6. **Intergovernmental Procurement and Surplus Property**

The Lawndale Elementary School District does not currently purchase from other government agencies, and prefers not to purchase government surplus property.

7. **Certifications**

The Lawndale Elementary School District will ensure that required bid documents include proof of certifications such as county or local health inspections, Hazard Analysis Critical Control Point (HACCP) Program, Equal Employment Opportunity, Drug Free Workplace, and Iran Contracting Act of 2010 (for California public agencies with contracts over $1,000,000).

8. **Duplication of Goods/Services**

Warehouse and site inventories will be conducted regularly to ensure adequate product quantities and to prevent unnecessary duplicated stock items. Contracts for goods and services will be submitted to the Board of Education for approval, on an annual basis.

**BRAND NAME OR EQUAL**

When a brand name and code is used in the product description, the description will always include an “or equal” clause.

Vendors bidding an item as “equal” product may be required to furnish to SFA a product specification sheet and sample case for testing and verification as an “or equal” product prior to the award of the bid.

**CONTRACTOR INVOLVEMENT**

Potential vendors may not be allowed to assist the SFA in developing the specifications, bid documents or contracts.

The assistance of organizations such as the Small business Administration and the Minority Business Development Agency of the Department of Commerce will be sought out, in order to
assure that minority businesses, women's businesses, and labor surplus area firms are used when possible.

Successful bidders must certify that they practice equal employment opportunity and that they do not any employee or applicant for employment because of race, religion, color, sex or national origin. The successful proposer shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

The District will require the successful proposer to provide proof of having and maintaining during the life of any contract with the District, Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful proposer will be required to furnish certificates of insurance prior to start of work.

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than $1,000,000/$1,000,000 Aggregate.
- Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than $1,000,000 Aggregate.
- Insurance certificate must name the District as additional insured.
- Certificate to be submitted by successful proposer to the District prior to start of deliveries.

The District will not enter into a contract with any company or individual that has been debarred or suspended.

Vendors awarded contracts are required to submit a completed Affidavit of Noncollusion, Debarment, and Suspension Certificate, Certification of Lobbying, and Disclosure of Lobbying activities prior to commencement of work.