



**RFP 22-23-08
REQUEST FOR PROPOSALS
for
FLEET FUEL**

Submittal Due on or Before:
January 30, 2023 at 10:00am

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

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

REQUEST FOR PROPOSAL FOR FLEET FUEL

Oro Grande School District ("District") is requesting proposals from qualified Vendors to provide the District with Fleet Fuel that includes Fueling Cards. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

SPECIFICATIONS

The District is seeking fleet fuel and card management services. Card authorized fleet fueling stations should be located within at least 15 miles of the District location. Multiple locations should be available within a 25 mile radius. Must have multiple locations that are accessible for the District fleet. The District shall have access to 55 individual cards to be assigned by vehicle.

For the following period 07/01/21-06/30/22 the District expended \$429,286 on fuel for fleet vehicles.

Estimate for 07/01/22-06/30/23 fuel shall be \$491,400

Current Fleet Vehicles: 38 School Buses, 8 Vans, 14 SUVs, 9 Compact, 3 Trucks and 1 Food Truck

There is no minimum guarantee for any contract amounts. The annual fuel value and card quantity are estimates based on usage to date, actual expenditures and quantity may be higher or lower depending on the needs of the District.

Motor fuels shall meet appropriate designation for fuel type and grade under ASTM designation D439 gasoline and D975 diesel latest update. Vendor shall provide motor fuels in accordance with City, Federal, and State of California regulations and ordinances for products of this type.

This Request for Proposal should not be construed as a guarantee of business or contract. The objective of this RFP is to select a Vendor which, based on the content and evaluation of the proposals received, will best serve the needs of the District at this time. However, the District may also, upon review of proposals, elect not to award a contract to any respondent.

TIMELINE

Initial RFP Posting & Official Notice on 01/11/2023

RFP Questions Due from Proposers at 10:00am on 1/23/2023

Districts Response to Questions by 4:00pm on 1/25/2023

RFP Responses Due by 10:00am on 1/30/2023

Board Approval on 2/08/2023

Notification of Selected Vendor by 3:00pm on 2/10/2023

* Subject to change at District discretion

INSTRUCTIONS, TERMS AND CONDITIONS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Oro Grande School District, County of San Bernardino, State of California, will receive sealed proposals up to but no later than 10:00am on 1/30/2023 in the Business Services Department located at 19900 National Trails Hwy Oro Grande, Ca 92368 for the following bid:

Request for Proposal – RFP 22-23-08 Fleet Fuel

The District reserves the right to contact any and all vendors submitting proposals for the purpose of clarifying issues related to the proposal submitted. Each proposal must identify one contact person authorized to interpret the proposal. The contact person must be available to answer questions via email and/or telephone between the hours of 11:00am -3:00pm on 1/30/2023 through 2/09/2023.

Proposals shall be made in accordance with the following instructions:

1. **Deadline for Receipt of Proposals:** One (1) original hard copy and one (1) electronic copy (.pdf) of proposals shall be received Attention: April Lara, Purchasing Department of the Oro Grande School District located at 19900 National Trails Hwy, Oro Grande Ca 92368. Responses must be sealed, clearly marked “**RFP 22-23-08 Fleet Fuel**” and **received no later than 1/30/2023**. All proposals received after the bid deadline shall be returned to the Vendor unopened.
2. **Requests for Information:** Any questions relative to the RFP regarding documents, discrepancies, omissions or doubt as to meanings should be directed to the Director of Purchasing, April Lara at bids@orogrande.org. RFP packets can be obtained at the district's website: https://www.orogrande.net/departments/business_services/purchasing/bids_proposals or by emailing bids@orogrande.org. Each proposal must conform and be responsive to this invitation, the instructions and conditions, the specifications, and all other documents comprising the pertinent contract documents.
3. **Forms:** Proposals shall be made in the format specified by the District. All items should be addressed. Numbers should be stated in figures, and the signatures of all individuals must be in longhand ink. The submission should be made without interlineations, alterations, or erasures.
4. **Non-Collusion Declaration:** Each Proposer must return a fully executed Non-Collusion Declaration, as required by Public Contract Code section 7106, with the completed proposal. The Non-Collusion Declaration is included in this package.
5. **Addenda or Bulletins:** Any addenda or bulletins issued prior to the RFP due date shall form a part of the specifications of the RFP. If addenda are issued for this RFP, they will be posted on the District's website at https://www.orogrande.net/departments/business_services/purchasing/bids_proposals and the form for recognizing any addenda is part of this package. If there are no addenda or bulletins issued prior to the RFP due date, this form will not be required to be included in the proposal package.
6. **RFP Price Form:** Proposer shall return the RFP Price Form with their proposal. Proposer shall include a lump sum amount for the work performed under the scope of service.

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

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

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

10. Rejection of Proposals: The District reserves the right to accept or reject any and all proposals. Proposals will be evaluated by District personnel familiar with the requirements of this RFP and the needs of the District. The District reserves all its rights and options including:

- To reject any and all Proposals that fail to meet the requirements of this RFP;
- To accept Proposal(s) that are, in the judgment of the District, in the best interest of the District;
- To request clarification from any Proposer;
- To reject any and all non-responsive Proposals;
- To waive irregularities in any Proposal that the District may elect to waive;
- To reject all Proposals without cause;
- To request any Vendor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process;
- To issue subsequent requests for new proposals; or
- To discontinue discussions after commencing discussions with a Proposer and commence discussions with other Proposer(s).
- Vendor agrees that failure on its part to list all cost components related to the contract will not be accepted by the District as an acceptable justification to re-quote the proposal.
- The District reserves the right to negotiate terms and scope of work with the highest ranked Vendor. If an agreement cannot be negotiated, the District reserves the right to negotiate with any other Vendor.

11. Award of Contract: The Governing Board of Trustees reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in the best interest of the District. Although price is of prime consideration, it is not the sole determining factor. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, previous experience and performance, conformity to specifications, compatibility, other costs, other objective and accountable factors which are reasonable and any other considerations that may be deemed relevant by the District.

12. Assignment Prohibited: No contract awarded under this proposal shall be assigned without the express, prior written approval of the District. Any attempted assignment in violation of the provision may be voided at the option of the Board of Trustees.

13. Proposal Protests: The following instructions must be followed by a Respondent who wishes to challenge the District's selection and award of any contract pursuant to this RFP:

- a. Any protest must be submitted in writing to the Purchasing Director, Oro Grande School District, PO Box 386, Oro Grande, CA 92368, before 3:00 p.m. on the fifth (5th) business day following the District's notification of its intention to award a contract pursuant to this RFP.
- b. Only organizations who submitted a proposal in response to this RFP may file a protest.
- c. Protests must contain the following specific information:
 - i. Protestor's name, address, phone and email address;
 - ii. Date on which protestor's Response was submitted to the District
 - iii. Protestor's specific, detailed basis for the protest, which must be supported by facts and/or documentation. Protests based on hearsay, feelings or opinions not supported by facts, will be deemed invalid.
- d. The protestor shall send a copy of the initial protest document and any attached documentation to all other parties that may be affected financially by the outcome.
- e. The District will review and evaluate the protest for validity, including, if required, review by outside counsel. The District and/or counsel will provide a response within ten (10) days of review of the protest letter.
- f. If upon review, the proposal protest is found to be frivolous or lacking validity, the protest will be rejected and the protesting party may be deemed ineligible to participate in future District RFPs or contracts.

14. **Term.** The length of the contract shall be for one (1) year with an option for two (2) annual renewals. Vendor will diligently perform services for a duration allowable per California Ed. Code Section 17596 unless the Agreement is terminated and/or otherwise canceled prior to that time.

15. **Piggybackable Clause:** The Vendor agrees to allow the Oro Grande School District, other public agencies and school districts in the State of California to purchase additional items, at the same terms and conditions as this bid, during the period of time that this bid is in effect. Any Liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

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

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

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

18. **No Contact with Board of Trustees** Respondents may not contact any member of the Oro Grande Board of Trustees (or any District employee, except as provided herein) regarding this RFP, unless specifically invited to an interview conducted by the Board.

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

20. **Invoicing and Reports** The successful Vendor must provide a monthly invoice and quarterly reports specified below and make recommendations on additional reporting elements. The District may adjust the formatting of invoicing to best suit the needs of the District.

- A. Monthly Invoicing: Invoices must include Purchase Order (PO) Number, itemized charges by vehicle/card number, transaction location, type of fuel purchased, gallon quantity and applicable taxes and fees. Vendors must provide a sample invoice.
- B. Quarterly Reports: Vendor must provide reports for each individual card/vehicle being utilized within the quarter. A summary by quarter is required. Vendor must report on volume and costs associated with each card/vehicle. State your ability to submit quarterly reports electronically and in what form the reports will be sent.

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

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

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

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

- A. Commercial General Liability (CGL): CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with a limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

25. **Delivery of Certificates, Etc.:** Unless otherwise specified herein, the successful vendor shall, within fourteen (14)

calendar days after notice by the District, sign and deliver all certificates of insurance, and any other required documents. In the event the vendor to whom an award is made fails or refuses to deliver such documents, the District may reject the vendor's proposal and may award the contract to the next responsible vendor or may reject all proposals and call for new proposals.

26. Non-Discrimination: The Oro Grande School District does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law.

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

28. Acceptance of Instructions, Terms and Conditions: By signing and submitting a response to this RFP the Vendor acknowledges receipt and acceptance of these Instructions, Terms and Conditions.

PROPOSAL CONTENT REQUIREMENTS

Each Vendor shall submit a complete proposal with all information requested.

1. **TITLE PAGE.** Indicate the name of the firm, local address, the name of your firm's contact person, the telephone number of the authorized person or persons to be used as the contact person and the date.
2. **COMPANY DATA.**
 - a. Please provide an overview of your company.
 - b. Has your firm ever been terminated or replaced by another firm during a contract? If so, explain in detail and provide results of any litigation and/or settlement on the contract.
 - c. Provide three (3) references, preferably School District, County Office of Education, or Public Agency client, with names, addresses, and telephone numbers of appropriate contacts where you have similarly contracted with.
3. **DESCRIPTION OF PROPOSED SERVICES.** Provide a general discussion of how you would provide fleet fuel and card management services
 - a. Pricing Schedule for all fuel types shall be formatted using the daily OPIS rack price.
 - b. Locations of authorized fueling stations
 - c. Describe your data information management tools

d. Provide a fee schedule

4. OTHER REQUIRED DOCUMENTATION.

a. Proposal Form/Signature Page

b. Non-Collusion Declaration

c. Workers' Compensation Certification

d. Sample Invoice

e. Sample Report

4. IMPLEMENTATION PLAN

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

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

PROPOSAL FORM/SIGNATURE PAGE

Submitted herewith is our proposal to provide Fleet Fuel Management Card services. We propose to provide this proposal in compliance with the instructions outlined in this Request for Proposal.

Pricing Schedule for all fuel types shall be formatted using the daily OPIS rack price

Acknowledgement of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Proposal Addenda issued by the District, as set forth below. The Vendor confirms that this proposal incorporates and is inclusive of all items contained in Proposal Addenda.

Addendum No. _____	Date Received _____	Addendum No. _____	Date Received _____
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COMPANY: DATE:

MAILING ADDRESS: PHONE:

CITY: STATE: ZIP: EMAIL:

SSN OR FEDERAL TAX NO: TITLE OF AUTHORIZED
REPRESENTATIVE:

AUTHORIZED SIGNATURE: PRINTED NAME:
DATE:

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, 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 bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder 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 bidder 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 bidder.

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 executed on:

_____, at _____.

(date) (city) (state)

X _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700:

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

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

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

Date: _____ Vendor

By: _____ Signature

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

NON-COLLUSION DECLARATION

(To Be Executed by Proposer and Submitted With Proposal)

I, _____, declare as follows:

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

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

Public Contract Code 7106 CCP 2015.5

NONDISCRIMINATION BY SELLER

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

We agree specifically:

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

CONFLICT OF INTEREST

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

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

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

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

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

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

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

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

AGREEMENT

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

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

ARTICLE 1 – SCOPE OF WORK. The VENDOR shall furnish all services and materials specified within:

Title: RFP No. 22-23-08 Fleet Fuel

Summary: Provide District fleet fuel and card management services. Card authorized fleet fueling stations should be located within at least 15 miles of the District location. Multiple locations should be available within a 25 mile radius. Must have multiple locations that are accessible for the District fleet. The District shall have access to 55 individual cards to be assigned by vehicle.

In strict accordance with the bid documents that were published, the vendor shall be liable to the District for any damages arising as a result of failure to comply with that obligation.

ARTICLE 2 – CONTRACT PRICE. The District shall pay to the VENDOR the price agreed upon within the attached rate sheet.

Payment shall be processed upon proper submission of Vendor within 45 days. Conditional and Unconditional Labor and Material Lien releases shall accompany billing and payment. All Vendor billings shall be paid upon approval by District Designee.

ARTICLE 3 – CONTRACT TERM. This contract shall remain in effect from ____/____/____ to ____/____/____, with the option to renew the contract annually for two additional years

ARTICLE 5 – PIGGYBACKABLE CLAUSE: The Vendor agrees to allow the Oro Grande School District, other public agencies and school districts in the State of California to purchase additional items, at the same terms and conditions as this bid, during the period of time that this bid is in effect. Any Liability created by Purchase Orders issued against this agreement shall be the sole responsibility of the district or agency placing the order.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Consultant shall comply with all federal, state and local laws and ordinances applicable to such work. Consultant shall provide Workers' Compensation insurance or self-insure his or her services. If Consultant is an individual, he or she shall certify whether or not Consultant is a retired member of the State Teachers Retirement System of the State of California. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction

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

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

All of the above-named contract documents are intended to be complementary. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties on the day and year first written above.

VENDOR:

By: _____

Name: _____

Title: _____

DISTRICT:

ORO GRANDE SCHOOL DISTRICT

By: _____

Name: _____

Title: _____