

31. PIGGYBACK CLAUSE: For the term of the Contract and any mutually agreed extensions, pursuant to the request of this proposal, and at the option of the Service Provider, other entities are authorized to piggyback on this proposal. Any southern California school district residing in Los Angeles, Orange, Riverside, or San Bernardino Counties may request to piggyback at the same price and upon the same terms and conditions pursuant to Public Contract Code §20118 (K-12).

The Hawthorne School District waives its right to require such other districts to draw their warrants in the favor of the district as provided in said Code sections.

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

Piggyback option granted  \_\_\_\_\_ (Sign)

or

Piggyback option not granted \_\_\_\_\_ (Sign)

32. EMPLOYEES. All Service Provider employees must be acceptable to the District. Dissatisfaction with the work or the actions of any employee of the Service Provider performing work under this contract shall be sufficient cause for removal of the said employee from the work or for cancellation of the contract. Employees shall carry a visible form of identification at all times while on District grounds (I.D. badge and shirt with company logo).

33. UNETHICAL BEHAVIOR. By submitting a response, a Service Provider shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity for personal gain (in the form of entertainment, gifts, or otherwise) to any District officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Service Provider for the District's fresh produce RFP. If the District determines that a Service Provider has breached or violated such warranty, the District may terminate any agreement with such Service Provider, in whole or in part, and the Service Provider shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the district pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

34. FALSE OR MISLEADING STATEMENTS. A proposal which contains false or misleading statements, or which provide references which do not support an attribute or condition contended by the Service Provider may be rejected. If, in the opinion of the District, such information was deemed as misleading the District may reject the proposal.

35. OBTAINING INFORMATION. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this RFP and to consider such information in the evaluation of the Service Provider's proposal. The District is not limited to its scope of reach. Upon reasonable notice to the Service Provider, the District reserves the right to make an on-site inspection of the Service Provider's facilities which the District deems pertinent and necessary to evaluate the Service Provider's proposal and to consider any information received from such inspection in evaluating the Service Provider's proposal.

36. DRUG-FREE WORKPLACE CERTIFICATE. In accordance with California Government Code §§8350 et seq., the Drug-Free Workplace Act of 1990, the successful Service Provider will be required to execute a Drug-Free Workplace Certificate concurrently with the execution of the Agreement. The successful Service Provider will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Service Provider to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Service Provider.

37. WORKERS' COMPENSATION. In accordance with the provisions of Labor Code Section 3700, the successful Service Provider as the Service Provider shall secure payment of compensation to all employees. The Service Provider shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of the RFP Package.

38. COMPUTERIZED ORDERING SYSTEM. The Service Provider must have an existing computerized ordering system in place at the time the proposal is submitted. The system at a minimum must be user friendly, allow for Kitchen Managers to place their orders per location, have the ability for the District to view past, current, and future orders, pull historical data, and run usage reports. Each Kitchen