



**RFP #662**  
**Frozen, Refrigerated, Grocery and Bread Commodity and**  
**Commercial Items**

Submit Electronic Proposals to:  
[Deanna.Rantz@oxnardunion.org](mailto:Deanna.Rantz@oxnardunion.org)

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## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **March, 31, 2022 at 2:00 P.M.**, electronic proposals for the award of a contract for:

### **RFP #662 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items**

All proposals shall be made on the form obtained in the RFP document posted on the District website noted below. Proposals must be submitted electronically via email to [Deanna.Rantz@oxnardunion.org](mailto:Deanna.Rantz@oxnardunion.org), on or before the proposal due date and time. Proposal emails must state the following in the subject line, **“RFP #662 Frozen, Refrigerated, Grocery and Bread.”** Proposals not received by the specified date and time will not be considered and will not be viewed. Proposals will not be opened and read aloud, however, a Proposal abstract will be made available within five (5) business days of the Proposal due date, or upon conclusion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. The RFP Document may be obtained from the District website at:

<https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals>

The contract will be awarded to the lowest responsive, responsible Proposer or Proposers. Award(s) will be based on the criteria noted in the Proposal request. The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals.

Publication dates: 3/6/22 & 3/13/22

## PROPOSAL INSTRUCTIONS and CONDITIONS

No Proposal shall receive consideration by the Oxnard Union High School District unless made in accordance with the following instructions:

### **1. Preparation of Proposal**

The District invites Proposals from qualified Companies, to be submitted to the District at such date and time stated in the Notice Inviting Proposals, not later than **March 31, 2022 at 2:00 P.M.** Proposals shall be received electronically, via email, to [Deanna.Rantz@oxnardunion.org](mailto:Deanna.Rantz@oxnardunion.org). It is the sole responsibility of the Proposer to see that his/her Proposal is received by proper date and time. The District is not responsible for technological issues on the Proposer's part. Proposals received after the scheduled closing time for receipt of Proposals will not be accepted and will not be viewed. The District is not responsible for costs incurred by Proposers in preparing this Proposal submittal.

This Request for Proposal (RFP) is for the pricing of distribution of end products using USDA Foods as made available by USDA to the State of California and the Super Cooperative and for commercial food products. Companies are to provide the lowest price for the services and products on the Proposal Worksheet. It is incumbent upon all companies to familiarize themselves with all terms, conditions and documents thoroughly to understand the request.

Proposals must be made on the OUHSD Proposal Worksheets included as Attachment A and Attachment B in this Invitation for Proposals along with the Proposal Form. All items on the form must be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The Proposal Form must be signed by a responsible officer of the company that is authorized to represent the company, in order for the proposal to be considered. The completed form should be without interlineations, alterations, or erasures.

Proposer must insert final delivered cost for each item on the OUHSD Proposal Worksheets. More than one unit price inserted for any one item may result in the rejection of the Proposal unless alternate Proposals are specifically requested.

All pages of the Proposal Worksheets must be completed and submitted. Unit price for all line items must be shown where required on the Proposal Worksheets. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A checklist is included (page 23) to assist Proposers in returning a complete submittal package.

No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic or telephone quotations or modifications will be accepted.

Quote on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on proposal form by the District. In case of error, unit prices, or numbers, will govern and extensions will be corrected.

Companies may provide pricing on all or some items. If a company is not providing pricing on an item, it must be marked "no bid" in that unit box. The District intends to award the entire list of products to one

supplier, however, may award by line item to multiple suppliers if it is in the best interest of the District. It would be advantageous for companies to providing pricing on all items.

**2. Proposers Responsibility**

Before submitting a Proposal, Proposers shall carefully examine and become familiar with the terms and requirements of the contract and Proposal documents, specifications, and other forms and documents included in the Invitation for Proposals. Proposers shall be fully informed as to all existing conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this Invitation for Proposals. Proposers shall insure that unit cost and total cost is reflected in the Proposal. No allowance will be made because of lack of such examination or knowledge on the part of the Proposer.

Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed and may cause rejection of proposal.

**3. Proposal Schedule** (subject to change at District’s discretion)

Advertisements	3/6/22 & 3/13/22
Request for Information (RFI) Deadline:	3/25/22 @ 2:00 P.M.
Proposals Due	3/31/22 @ 2:00 P.M.
Evaluation and Review Process	4/1/22 – 4/8/22
Request for Award of Contract to School Board	4/20/22

**4. Proposal Security**

None required.

**5. Requests for Information (RFI)**

Any questions relative to this Proposal should be directed to the District Purchasing Director, Deanna Rantz, no later than **March 25, 2022 at 2:00 p.m.**, and shall be put in writing and emailed to [deanna.rantz@oxnardunion.org](mailto:deanna.rantz@oxnardunion.org). Companies must refrain from contacting any other individuals during the RFP process, unless specifically authorized by the District representative to do so.

**6. Agreement to Terms**

By replying to this Proposal, Proposer accepts and is bound by the terms and conditions set forth in the Proposal documents and the Purchase Order Terms and Conditions located at <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/po-terms-conditions> . Upon successful award, Supplier must enter into an Agreement with the District (Exhibit A) and comply with all terms and conditions.

**7. Identification of Proposer**

Each Proposer must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.

**8. Withdrawal of Proposals**

A Proposal may be withdrawn by the vendor *prior* to the time fixed for the opening of Proposals, but may not be withdrawn for a period of sixty (60) days after the opening of Proposals.

**9. Acceptance or Rejection of Proposals**

The District reserves the right to reject any and all Proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interests of the District may require. Proposals that arrive after the time set forth for opening in this Invitation for Proposals will not be considered.

**10. Award of Contract and Notification**

The award of this proposal will be made to a single responsive and responsible bidder, or to multiple bidders, who meet the terms and conditions of the request. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: completely responsive proposals meeting all RFP instructions and conditions, received by the proposal due date and time.

Following the receipt of Proposals, bidders may be ranked on, but not limited to, the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

The District reserves the right to change the evaluation scoring points at its discretion. Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District’s evaluation panel will award the contract(s) based on the prospective vendor submission(s) that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Proposers are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, proposers will receive notification to interview with the evaluation panel. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this request. Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

**11. Proposal Pricing**

Pricing for distribution shall be offered in two categories: (1) Processed USDA Foods end products and commercial equivalents, and (2) additional commercial food products (frozen and groceries).

The District is a member of the Super Co-Op. With that, the District expects pricing consistent with members of the Super Co-Op.

Quote a per case delivered cost for all items listed on the Proposal Worksheets. Provide prices for the items only as specified on the Proposal Worksheets. Equal products may be offered that meet the same specifications as those listed. Proposers must specify and provide pricing for equal products, any supply samples of “equal” products, if requested.

- (a) Commercial Food Products – Frozen and Groceries: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet. Quote a per case delivered cost for all items listed.
- (b) Bread products have been included in this RFP and are located on Attachment B Proposal Worksheet.
- (c) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

When Proposals are equal, they shall be awarded by drawing of lots, and shall be witnessed by three (3) impartial observers.

## **12. Amendments**

The terms and conditions contained in this Invitation for Proposals, Proposal Form, Proposal Instructions and Conditions, General Conditions and Specifications herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued shall form a part of the documents and specifications issued to vendors for the preparation of their Proposals and shall constitute a part of the contract documents. Any addenda issued must be marked as having been received on the Proposal Form. Failure to acknowledge any addenda that have been issued will render the proposal unresponsive.

## **13. Evidence of Responsibility**

Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization availability for the performance of the contract and any other required evidence of the Proposer's qualifications, competency, and responsibility to perform the proposed contract. The District may consider such evidence before making its decision in awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the Proposal. The District reserves the right to reject the Proposal of any vendor who has previously failed to perform properly to complete on time contracts of a nature similar to this request.

## **14. Pre-Award Conference**

The apparent low responsive and responsible Proposer may be required to attend a pre-award conference with District representatives, within five (5) calendar days of District request.

The purpose of the pre-award conference will be to discuss and evaluate the Proposer's experience in the performance of a contract of similar scope, to discuss the invoicing and credit requirements, and to assure District representatives that the Proposer possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District.

The decision of the District's representatives as to the ability of the Proposer to successfully service this contract in accordance with the requirements shall be final.

**15. Protests**

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**16. Taxes**

Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes and include the taxes on Purchase Orders issued to the awarded company/companies. Federal excise taxes are not applicable to school districts.

**17. Discounts**

Any discounts offered by Proposers must be stated clearly on the Proposal form itself so that the District can calculate properly the net cost of the Proposal. Offers of discounts or additional services not delineated on the Proposal form will not be considered by the District.

Prompt payment discounts of less than fifteen (15) days will not be considered. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.

Additional Requirements: If applicable, the Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities. The Distributor must have the ability to deliver



ALL processed commodities and/or non-commodity items with a 10-day lead time. The Distributor must stock “fee for service” and “modified fee for service” processed commodities and be prepared to deliver those processed commodities with a 10-day lead time to coincide with the 10-day lead time for non-commodity products. The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs offered by manufacturers. The Distributor must offer an active website to follow online ordering and reporting. The District must have access to sales reports, commodity balances, and commodity reports via online.

**18. FOB Destination Pricing**

Proposers must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Fact Sheet & Contact Information form. Prices should be stated in the units specified and Proposers should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by Proposers, must include on site off loading and inside delivery.

**19. Quantities**

The quantities indicated on the Product Quotation Sheets are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. The actual quantities required may be substantially more or less than indicated herein.

The District does not guarantee order quantity amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Proposers shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed are for the purposes of forecasting and not to be considered a promise to purchase. The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

**20. Samples and Demonstrations**

On request, samples of the products being proposed shall be furnished free of cost to the District. Proposers may be required to demonstrate any item(s) proposed. Such demonstration(s) shall be made within the Oxnard Union High School District boundaries. The District reserves the right to reject the Proposal of any Proposer failing to submit samples or provide demonstrations as requested.

**21. Environmentally Preferable or Sustainable Products**

The District is interested in purchasing products that have a lesser or reduced negative effect or increased positive effect on human health and the environment. District goals are to: buy materials with as much recycled content or parts as possible, minimize waste and packaging materials, conserve energy, water or other natural resources, prevent pollution, purchase products that do not contain toxic substances, protect open spaces, encourage environmentally positive practices and use energy alternatives to fossil fuels. Bidders are encouraged to provide environmentally friendly packing or products from manufacturers that follow sustainable methods.

**22. Product Specifications for Alternate Brands**

Any Proposer offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their Proposal. At the District’s discretion, the substituted item will be reviewed and either accepted or rejected. The substituted item must be equal in quality, ingredients and availability.

**23. Container Costs and Delivery**

All costs for containers shall be borne by the Proposer. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, protection, handling, temperature control, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

Deliveries shall be required at the locations, times and frequencies listed on the District Fact Sheet & Contact Information form. Upon award of Proposal, Supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms.

**24. Negotiations**

A response to any specific item of this Invitation for Proposals with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

**25. Interpretation of Specifications and Documents**

If any person submitting a Proposal is in doubt as to the true meaning of any part of this RFP, specifications or other contract documents, or finds discrepancies in any part of this RFP, he/she may submit a written request for an interpretation or correction to the District's Purchasing Director, Deanna Rantz, via email at [Deanna.Rantz@oxnardunion.org](mailto:Deanna.Rantz@oxnardunion.org). Any interpretation or correction of the contract document will be made only by a Clarification or Addendum posted on the District website. It is incumbent upon all companies to familiarize themselves with the website and check for updates. The District will not be responsible for any other explanations or interpretations of the RFP documents. Any addenda issued during the time of this invitation for Proposals or forming a part of the documents provided to the Proposer for the preparation of his Proposal, shall be made a part of the contract. No Addenda will be issued later than three (3) days prior to the date set for the opening of Proposals so that all inquiries can be answered in writing and distributed to all vendors in ample time before the opening date for Proposals.

**26. Proposers Interested in More Than One Proposal**

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one Proposal for the same work or products.

**27. Modifications to Agreement**

Any modifications, qualifications, exceptions, changes made to the District's terms, specifications, and conditions detailed herein shall be grounds for rejection of Proposal.

**28. Specifications and Acceptable Brands**

The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict Proposers. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal to or of better quality than the item specified and must clearly state the brand and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted in accordance with No. 28, Samples and Product Evaluation. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

It is understood and agreed that the Proposer is quoting upon the identical item as specified, unless stated otherwise specifically in the space provided. The words “as specified” or the initials A.S. or A/S or any accepted symbols meaning “as specified” will be considered by the District as being exactly the same as the item listed.

On all items where no brand names are indicated, Proposers may offer products which will be subject to the District’s evaluation. If the product offered is not acceptable by the District for the item as specified, vendor must furnish an acceptable product at the same price quoted in the original proposal submitted. Once the District places order for products listed within this RFP, Supplier must provide the same items and prices Proposed. Supplier shall not make any substitutions without the District’s consent.

### **29. Samples and Product Evaluation**

If a substitute item is Proposed, and the District requires a sample, vendor will be notified to supply a case sample of that item, within two (2) business days. Each sample must be labeled with the Proposal number and product item number and be delivered to: Oxnard Union High School District, Attn: Deanna Rantz, Purchasing Dept., 1800 Solar Drive, Oxnard, CA 93030.

Failure to provide the substitute sample within the designated time period may result in rejection of that item and/or Proposer’s disqualification of award of contract.

The District reserves the right to accept or reject substitute items at its own discretion. Once a decision is made by the District, that decision shall be final.

### **30. Nutritional Information**

The approved Proposer must provide easy access to product information sheets for all products indicated on the Product Quotation Sheets and any additional items provided in this Proposal document or purchased in the future by the District. Vendors shall not provide product specification sheets with this proposal response unless specifically asked to do so, such as with alternative brands and/or if a sample case is requested. The District requests that all product specifications are available electronically on vendor’s ordering website and not sent with Proposal responses.

Acceptable documents that meet this requirement are:

1. Product Formulation Statements including:
  - Product name, code number, and serving size
  - Type and weight of creditable ingredient
  - Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct) and date signed (date must be current)
2. The Child Nutrition Label
  - A voluntary federal labeling program that provides a warranty for CN-labeled products
  - The contribution to the meal pattern is on the label in a special format
  - Carries the CN logo with the contribution
  - States the month and year of approval
  - The product identification number is assigned by USDA FNS

### **31. Buy American Provision**

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food

Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term “domestic commodity or product” means:

- (a) An agricultural commodity that is produced in the United States; and
- (b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

**32. All Processed Foods Should Not Contain Any Artificial Trans Fat**

All ingredients must be declared on the product label and conform to Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District’s Nutrition Services Department.

**33. References**

Proposer will provide three (3) current references that require deliveries to multiple locations. These references must include the client name, address, phone number, email and name of contact person. At least two of the three references provided must be from school districts located within California.

**34. Super Co-Op Approved Distributor Memorandum of Understanding**

OXNARD UNION HIGH SCHOOL DISTRICT is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful vendors under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. The vendor agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Vendor agrees to report sales of USDA Foods end products on behalf of the processor on a daily basis to the manufacturer’s reporting agency (i.e. Processor Link, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Vendor is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

**35. Warranty of Quality**

The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

- (a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

- (b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.
- (c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

**36. Product Recalls**

If a product recall is instituted on an item that has been furnished and delivered to the District, Vendor must immediately notify the District Nutrition Services Department with all pertinent information regarding the recall.

**37. Cancellation for Insufficient or Non-Appropriated Funds or USDA Food Products**

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Foods products.

**38. Commencement of Deliveries**

After receiving written notification of award, the successful Vendor shall be required to commence with the delivery of all items, which have been awarded within fourteen (14) days after receipt of the District purchase order. Failure to complete all deliveries within fourteen (14) days after receipt of a district purchase order shall be considered sufficient cause for default action under the default provision of this proposal.

# GENERAL CONDITIONS

## **1. Responsibility for Supplies and Materials**

The Supplier shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment. The Supplier shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

## **2. Specification Variance**

All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of the District. The District reserves the right to reject, at the risk and expense of the Supplier, any item(s) which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

## **3. Assignment**

The Supplier shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

## **4. Default**

If the Supplier refuses or fails to perform all or any part of its obligations under the contract or the Proposal documents, including failure to perform its obligations in a timely manner; products received are of an inferior quality and not the same as specified or shown at the sampling; or if the Supplier fails or neglects to furnish or deliver any equipment, products, materials or services at the quoted prices, or at the times and places stated; or otherwise fails to comply with the terms of this contract in its entirety; the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Supplier responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Supplier in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be of the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

## **5. Indemnification and Hold Harmless**

The Supplier shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker's Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Supplier agrees to hold harmless, defend and to indemnify the District from every claim or demand which may be made by reason of:

- (a) Any injury to person or property sustained by the Supplier or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- (b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Supplier or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Supplier at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

Supplier shall defend, indemnify, protect, and hold harmless Oxnard Union High School District and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Supplier's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Supplier from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

**6. Cancellation for Insufficient or Non-Appropriated Funds or USDA Food Products**

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA Food products.

**7. Failure to Fulfill Contract**

When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

**8. Prevailing Law**

In the event of any conflict or ambiguity between a) the Proposer Instructions and Conditions, General Conditions, Specifications, Agreement, or any other document forming a part of this invitation for Proposals, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the Proposal and contract shall conform to all applicable requirements of local, state and federal law.

## **9. Anti-Discrimination**

The Governing Board of the Oxnard Union High School District has adopted an Affirmative Action Program for equal employment opportunities for all school district purchasing contracts. The Supplier shall familiarize himself with these requirements and is to consider them as a binding part of the contract.

## **10. Piggyback Clause/Other Districts**

For the term of this contract and any mutually agreed extensions pursuant to this request for proposals, at the option of the distributor, other school districts and community college districts, any public corporation or agency including any county, city, town or public corporation or agency within but not limited to the California Counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura may purchase, identical sourcing and distribution services and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

## **11. Governing Law and Venue**

In the event of litigation, the Proposal documents, specifications and related matters 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 Ventura County.

## **12. Comprehensive General Liability Insurance**

Successful Proposer shall maintain during the life of this contract a Comprehensive Liability Insurance policy with an insurance carrier with no less than an A-7 rating, unless agreed to by the District. The insurance will serve to protect the successful Proposer and the District from all claims for personal injury, including accidental death, as well as from all claims of 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 with endorsement of the policy naming the District as an additionally insured party prior to start of contract.

1. Limits of Insurance: Comprehensive General Liability insurance will have limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. Automobile liability insurance is required for any commercial vehicle on District sites. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
3. Insurance certificate must name Oxnard Union High School District as additional insured.
4. An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's policy and naming the Oxnard Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

## **13. Product Quality Control**

The District reserves the right to discontinue service of all or any portion of any contract resulting from this Proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the Supplier in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

The District reserves the right to inspect the facilities of the Vendor prior to award of the contract. If the District determines that after such inspection that the Vendor is not capable of performance within the



District's standards, their proposal will not be considered. The findings and decisions of the District shall be final.

Nutrition Services staff will only receive product that meets all food safety and sanitation requirements, therefore Nutrition Services staff may at any time:

- Inspect delivery trucks for any signs of contamination
- Check all expiration and best if used by dates
- Use thermometers to check temperatures
- Accept product only at acceptable temperatures
- Reject unacceptable items

#### **14. Ordering Conditions**

The Supplier shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders up to 2 days prior to the delivery date. The online ordering system shall clearly indicate if any items ordered are not available in stock for delivery.

#### **15. Product Substitution and Discontinued Items**

The District will not allow substitutions without prior approval. In the event Supplier is unable to deliver an item as specified in this contract, notification of shortage must be made orally by phone or by electronic mail at least 24 hours prior to scheduled delivery to the school sites. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment. When substitutions do occur, Supplier shall provide nutritional statements and ingredient listings of the replacement product to the Nutrition Services Department. If substitution is unavoidable due to market conditions, Supplier must provide equivalent item for District approval at no additional cost to the District for product or freight. Authorization of a substitute product shall be at the sole discretion of the District.

In the event an item awarded under this contract is discontinued, Supplier is required to notify the Nutrition Services Department immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substitute with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of the product discontinuation shall be submitted directly to the Nutrition Services Department. The Supplier may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification to the Nutrition Services Department and receiving District approval for discontinuation.

Supplier shall immediately notify Nutrition Services Department if they become aware of any product changes or reformulation. When product changes do occur, Supplier shall provide nutritional Statements and ingredient listings of these products to the Nutrition Services Department. Failure to provide notification to Nutrition Services of any product changes or reformulation of which the Supplier is aware of, may result in termination of the contract.

#### **16. Delivery Instructions**

The time and manner of delivery are essential factors in proper performance under the contract. Promptness of delivery may be a factor in awarding the contract.

All items shall be securely and properly packed and clearly marked as to contents. **All shipments must be accompanied by a packing slip that bears the relevant District purchase order number.**

Supplier shall maintain product temperatures in accordance with state and local requirements at all times up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by the District.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet.

The District requires two (2) deliveries per week to school sites and to the District warehouse as necessary.

The Supplier shall make deliveries to each school site and to the District warehouse during open kitchen and warehouse hours. Specifically, the district requires all school site deliveries must be made during the hours of 6:00am – 1:00pm. If deliveries are made during meal service we ask the driver to wait until meal service is completed and the manager or designee confirms the delivery against the order. Deliveries to school kitchens and District warehouse must be made within the hours specified on the District Fact Sheet, unless arranged otherwise. Issuing keys for early morning or late-night deliveries shall be made an option if it is in the best interest of the District.

The Supplier's delivery driver shall check in with the Cafeteria Manager, Warehouse Supervisor, or designated representative upon arrival at the kitchen site or warehouse prior to unloading product into the kitchen or warehouse. District staff members shall not be required to enter Supplier's vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the cafeteria manager or designee.

Damaged containers will not be accepted. Inspection and acceptance of all items shall be at the delivery destination. Credit will be required on damaged or unacceptable products. A legible delivery receipt must accompany each delivery and a legible delivery discrepancy receipt shall be left at the site in case of a return or shortage. Credits shall be issued in a timely manner. If the desired product is absolutely not available for any reason, the District shall be notified **at least 10 days in advance of the shortage** and the District shall be given options of a product that is the same or higher quality at the same unit cost or less. Continued shortages or substitutions will be grounds for termination of this agreement.

### **17. Invoicing and Billing Period**

Unless otherwise specified, Supplier shall render invoices in triplicate for materials delivered under the contract, to the address and department as stated on the District Fact Sheet. Invoices shall be submitted immediately upon delivery of items to the district. Invoices should be sent to [accountspayable@oxnardunion.org](mailto:accountspayable@oxnardunion.org) and [alyssa.ribaya@oxnardunion.org](mailto:alyssa.ribaya@oxnardunion.org).

All invoices shall include the following information:

1. District purchase order number
2. Supplier's name, address, and telephone number
3. Supplier's invoice number and date
4. Designated line for District signature
5. Delivery address

6. Date of delivery
7. Product description for each item ordered
8. Manufacturer's Product Code (MPC) for each item ordered/delivered
9. Product quantity for each item ordered
10. Unit and extended price for each item ordered
11. Any taxes or fees listed separately.
12. Total price of order/invoice

Cash discount will be applied to payment for the entire billing period. Terms of Net 15 days or more will be considered.

### **18. Term of Contract**

Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year from date of Contract Award. Pursuant to California Education Code, Sections 17596 and 81644, this Proposal may be extended (by mutual consent expressed in writing) for up to two (2) additional years in one (1) year increments (total potential bid life of three (3) years from Board of Trustees award).

### **19. Purchases Out of Contract**

The District reserves the right to purchase similar items from other sources.

### **20. Non-transferable Responsibilities**

No assumption or takeover of any of Supplier's duties, responsibilities, or obligations or performance of same by any entity other than Supplier whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval.

If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract may be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

### **21. HACCP Plan**

The Supplier must provide documentation of their HACCP program in place (systematic manufacturing practices that follow food safety compliance.) This shall be submitted as part of the Proposal package. Any changes to the vendor's HACCP plan must be communicated to OUHSD upon implementation of changes. Failure to provide a plan change may result in termination of contract.

### **22. Reports**

Vendor must provide Velocity Reports upon District's request and keep all records up to date throughout the term of this contract.

## DISTRICT FACT SHEET & CONTACT INFORMATION OXNARD UNION HIGH SCHOOL DISTRICT

**DELIVERIES: Between 6:00am – 1:30pm**

### **Adolfo Camarillo High School**

4660 Mission Oaks Blvd.  
Camarillo, CA 93012

**Cafeteria Manager: Lizbet Munguia**

Email: [lizbet.munguia@oxnardunion.org](mailto:lizbet.munguia@oxnardunion.org)  
(805) 394-4757

### **Channel Islands High School**

1400 Raiders Way  
Oxnard, CA 93030

**Cafeteria Manager: Hilda Chavez**

Email: [hilda.chavez@oxanrdunion.org](mailto:hilda.chavez@oxanrdunion.org)  
(805) 385-2772

### **Hueneme High School**

500 Bard Road  
Oxnard, CA 93033

**Cafeteria Manager: Aurea Vea**

Email: [aurea.vea@oxanrdunion.org](mailto:aurea.vea@oxanrdunion.org)  
(805) 385-2665

### **Oxnard High School**

3400 West Gonzales Road  
Oxnard, CA 93030

**Cafeteria Manager: Darlene Hooks**

Email: [darlene.hooks@oxnardunion.org](mailto:darlene.hooks@oxnardunion.org)  
(805) 278-3205

### **Pacifica High School**

600 East Gonzales Road  
Oxnard, CA 93030

**Cafeteria Manager: Denise Prado**

Email: [denise.prado@oxnardunion.org](mailto:denise.prado@oxnardunion.org)  
(805) 278-3154

### **District Warehouse:**

**Deliveries between 7:30am – 4:00pm**

309 South K Street  
Oxnard, CA 93030

**Director: Deanna Rantz**

Email: [deanna.rantz@oxnardunion.org](mailto:deanna.rantz@oxnardunion.org)  
(805) 385-2519

### **Rio Mesa High School**

545 Central Avenue  
Oxnard, CA 93030

**Cafeteria Manager: Shelley Ragland**

Email: [shelley.ragland@oxnardunion.org](mailto:shelley.ragland@oxnardunion.org)  
(805) 278-5545

### **Rancho Campana High School**

4235 Mar Vista Drive  
Camarillo, CA 93010

**Cafeteria Manager: Delia Chavez**

Email: [delia.chavez@oxnardunion.org](mailto:delia.chavez@oxnardunion.org)  
(805) 389-6400

### **Frontier High School (offsite program, no delivery)**

545 Airport Way  
Camarillo, CA 93010

**Cafeteria Manager: Delia Chavez**

Email: [delia.chavez@oxnardunion.org](mailto:delia.chavez@oxnardunion.org)  
(805) 389-6400

### **District Office**

#### **Nutrition Services Office**

1800 Solar Drive  
Oxnard, CA 93030

**Dir. Nutrition Services: Alyssa Ribaya**

Email: [alyssa.ribaya@oxnardunion.org](mailto:alyssa.ribaya@oxnardunion.org)

**Nutrition Services Aide: Martha Morales Garcia**

(805)385-2764

**Nutrition Services Clerk: Karina Rios Hernandez**

(805)385-5782

## PROPOSER QUESTIONNAIRE

No proposals shall receive consideration by Oxnard Union High School District unless responses to the following questions are included. Prospective proposers should respond, in detail, to each of the following questions. Additional pages may be used as needed for thorough, concise responses.

- 1) Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle and distribute Processed USDA Foods?  
\_\_\_\_\_ YES or \_\_\_\_\_ NO
- 2) Will you be able to meet the specified delivery days, hours and deliveries per week?  
\_\_\_\_\_ YES or \_\_\_\_\_ NO  
If NO, attach proposed delivery schedule.
- 3) Do you require a minimum number of cases, pounds or value for delivery?  
\_\_\_\_\_ YES or \_\_\_\_\_ NO  
If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc.)
- 4) What is your process for notifying the District of unavailable products? Do you provide substitutions?
- 5) What is your current fleet and how will you ensure delivery of orders and follow the delivery requirements stated in this RFP?
- 6) What is your process for notifying customers of a product recall?
- 7) Has your firm backed out of a distribution contract with a school district(s) mid-year within the last two (2) years? If yes, please explain.
- 8) Has your firm defaulted or been replaced at the will of a district during the school year within the last two (2) years? If yes, please explain.
- 9) What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate and what provisions your company takes to achieve this level of fill rate execution.
- 10) What is the lead time you require for orders that ensures a 95% fill rate?
- 11) Do you have an on-line order system? If so, please explain.
- 12) Are local products (state of California) identifiable on either order guides or on the on-line ordering system? If yes, how are they identifiable and what criteria is used to determine if a product is local?
- 13) How will emergency deliveries, that are not currently within standard schedule, handled?
- 14) How late can add-ons be added to next day deliveries? Is there a limit on the number of cases that can be added on?

- 15) How do you ensure our district would be able to easily and quickly access your company order clerk by phone?
- 16) Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports?
- 17) Describe your USDA Foods tracking and reporting abilities in detail.
- 18) What Value Pass Through methods do you utilize for processed USDA Foods?
- Rebate
  - Fee for Service
  - Modified Fee for Service
  - Net Off Invoice
  - Other: Please explain.
- 19) Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?
- 20) Briefly describe your food safety HACCP plan and provisions for plant/delivery security.
- 21) Do you offer a percentage discount for early payment? If yes, please state terms for discount.
- 22) How many years has your company been in the K-12 food service business? How would you describe you company's financial stability?
- 23) Will combination refrigerated/freezer trucks be used to deliver refrigerated and frozen items at the same time?  
 \_\_\_\_\_YES or \_\_\_\_\_NO

By signing this, I certify that I am an authorized representative of the Proposer (or individual) and that information contained in this proposal is accurate, true and binding upon the vendor.

<b>Company Name</b>	
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	
<b>Title of Signer</b>	
<b>Date</b>	

# PROPOSER'S CHECKLIST

## RFP #662

### Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items

The following documents must be included in Proposer's submittal package, and submitted no later than **March 31, 2022 at 2:00 PM.**

Check below to indicate that the documents are included in your Proposal package.

- Proposers Checklist
- Proposal Form
- Product Quotation Sheets (ATTACHMENT A) Columns A – O (ATTACHMENT B (Columns A & D)
- Reference Form (complete for 3 references)
- HAACP Plan
- Response to PROPOSERS QUESTIONNAIRE
- Non-Collusion Affidavit (Notarized)
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Workers Compensation
- Prompt Payment Discount
- Buy American Certification
- Disclosure of Lobbying Activities
- Iran Contracting Act Certification
- Contract, if company contract is required to be executed

Oxnard Union High School District  
**PROPOSAL FORM**

**RFP #662 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items**

The undersigned bidder, having become familiarized with all the following documents including but not limited to the notice Inviting Proposals, the Proposal Instructions and Conditions, General Conditions, District Fact Sheet and Contact Information, and entire Proposal package, hereby proposes to furnish and deliver said supplies in accordance with prices provided on the attached itemized Product Quotation Sheets Attachments A and B:

Terms: \_\_\_\_\_

Delivery Time ARO: \_\_\_\_\_  
 (after receipt of order)

Addenda Acknowledgement:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

1. It is understood that the District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids, or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the RFP document.
2. The bidder hereby warrants that the bidders has all the appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the contract.
3. The required Non-Collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the proposal automatically nonresponsive.
4. Failure to complete the Proposal Form, including acknowledging all addenda, will render the proposal nonresponsive.
5. Quantity estimates are approximate and the District does not guarantee a minimum or maximum amount.



6. Bidder hereby acknowledges is has read and will submit all required documents noted in the Proposer’s Checklist.

7. Bidder hereby certifies that is has signed each Product Quotation Worksheets, Attachments A and B.

8. Bidder acknowledges the OUHSD Exhibit A Agreement shall be executed and Bidder may include it’s company contract in the proposal submittal response, if it will be required to be executed in addition to Exhibit A.

I hereby acknowledge and agree to all specifications and conditions of this Proposal of the Oxnard Union High School District and will provide all products and services as requested.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

**PRODUCT QUOTATION SHEETS**

**See ATTACHMENT A and ATTACHMENT B**

(Failure to complete all columns required may result in rejection of Proposal)

**REFERENCE FORM**

(Provide 3 references)

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Volume of Orders	

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Volume of Orders	

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Volume of Orders	

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says  
that he/she is \_\_\_\_\_

(Title)

of \_\_\_\_\_, the party making the foregoing

(Name of Proposer)

Proposal; that the 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 colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposalding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, 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 associations, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

**CONTRACTOR’S CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code Section 8350 et.seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person's or organization's policy of maintaining a drug-free workplace.
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of that statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that under the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et.seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et.seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE**

**REGARDING WORKERS' COMPENSATION**

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 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 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 this contract.

Company: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(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.)

**PROMPT PAYMENT DISCOUNT**

Vendors are advised that cash discounts of 15 days or greater are acceptable and will be applied as part of the award calculations. Cash discounts of less than 15 days are not acceptable and will be considered as NET 30 days.

**IMPORTANT NOTE:**

Prices quoted in this proposal are to be based on F.O.B. Oxnard, freight included to delivery locations listed on the District Fact Sheets. Only price F.O.B. Oxnard freight included will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to terms and conditions.

**PROMPT PAYMENT DISCOUNT OF:**

\_\_\_\_\_ % \_\_\_\_\_ Days

Vendor must indicate either a “0” (zero) for no discount, or the offered discount amount. A blank left in the “Days” space will negate any percentage discount offered.

**BUY AMERICAN CERTIFICATION**



By the requirements of the Richard B. Russell National School Lunch Act’s (NSLA) Buy American provision that school food authorities (SFA’s) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFA’s to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines “domestic commodity or product” as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There are two situations which may warrant a waiver to permit purchases of foreign food products: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive Proposals reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District’s decision on approval of foreign substitutions will be final.

PRODUCT DESCRIPTION	COUNTRY OF ORIGIN	DOMESTIC PRICE	NON-AMERICAN PRICE	REASON FOR WAIVER

Attach additional sheets if necessary

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

### DISCLOSURE OF LOBBYING ACTIVITIES

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a.  bid/offer/application  _____ b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:</p> <p align="center"><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,  Enter Name and Address of Prime:</b></p> <p align="center"><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="right">CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ _____</p>	

<p><b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>
<p><b>Federal Use Only</b></p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

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

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

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

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

### IRAN CONTRACTING ACT CERTIFICATION

**(California Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>