



**Request for Proposals #664  
for  
PRODUCE PRODUCTS**

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

## TABLE of CONTENTS

Notice Inviting Proposals	3
Overview	4
Instructions to Proposers	5
General Conditions	12
District Fact Sheets	18
Produce Proposal Award Point System	20
Produce Specifications and Conditions	21
Proposer's Checklist	24
Proposal Form/Acknowledging all Addenda	25
Product Proposal Sheets (Attachment 1)	27
Reference Form	28
Produce Specifications Questionnaire	29
Non-Collusion Declaration (must be notarized)	30
Contractor's Certification Regarding Drug-Free Workplace	32
Contractor's Certification Regarding Workers Compensation	33
Prompt Payment Discount	34
Buy American Certification	35
Disclosure of Lobbying Activities	36

## 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 **April 19, 2022 at 2:00 P.M.**, electronic Proposals for the award of a contract for:

### **RFP #664 PRODUCE PRODUCTS**

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 #664 Produce Products.”** 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, Proposal responses will be posted on the District website and 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. RFP Documents are available at the District website: <http://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>.

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.

Advertising dates: 3/20/22 & 3/27/22

# OVERVIEW

## **Background**

Oxnard Union High School District Nutrition Services Division is self-operated. The district's enrollment is approximately 17,750 students. The Nutrition Services Division serves approximately 7500 lunches and 5700 breakfasts a day across its seven sites.

## **Mission**

Nutrition Services is dedicated to providing students with local, healthy food, emphasizing quality ingredients.

## **Domestic Local Procurement**

**OUHSD Nutrition Services defines domestic local in the following manner:**

1. **Local within 25 miles of the Ventura County border**
2. **Regional within 250 miles of the Ventura County border**
3. **State within California**

## **Farm to School**

To achieve the goal of minimizing distances traveled for the food we serve, we are reaching out to vendors who cultivate relationships with local farmers and provide fresh and clean produce products to the district. We define domestic local procurement as a three-tiered definition (above). Further, we urge vendors to work with farms that treat their employees fairly and practice sustainable agriculture. We have a goal of sourcing at least 40% of our fresh produce from domestic local procurement.

# INSTRUCTIONS TO PROPOSERS

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 **April 19, 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 the 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.

Proposals must be made on the Product Proposal Sheet, Attachment 1, included in this Invitation for Proposals along with the Proposal Form. All items on the Product Proposal Sheets should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. Proposal Form must be signed by a responsible officer of the Company in order to be considered. The completed Proposal Form and Product Proposal Sheets should be without interlineations, alterations, or erasures.

Proposer must insert unit price for each item on the Product Proposal Sheets in Attachment 1. More than one unit price inserted for any one item may result in the rejection of the Proposal unless alternate Proposals are specifically requested.

No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person authorized to sign the Proposal. No modifications can be made after the proposal due date and time.

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 provide pricing on all items.

Propose 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 the Proposal Form or Product Proposal Sheets by the District. In case of error, unit prices will govern and extensions will be corrected.

## **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.

**3. Proposal Schedule**

Advertisements	3/20/22 & 3/27/22
Request for Information (RFI) Deadline:	4/8/22 @ 2:00 p.m.
<b>Proposals Due</b>	<b>4/19/22 @ 2:00 p.m.</b>
Evaluation and Review Process	4/20/22 – 4/26/22
Request for Award of Contract to School Board	5/11/22

**4. Proposal Security**

None required.

**5. Requests for Information**

Any questions relative to this Proposal should be directed to the District Representative, the Director of Purchasing, Deanna Rantz, no later than **April 8, 2022 at 2:00 p.m.**, and must 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 Proposal 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.

An award will be made based on lowest price offered and additional criteria noted in the AWARD POINT SYSTEM. The District reserves the right, in its absolute discretion, to accept Proposals, or any part of any Proposal, and to make an award of contract(s) in the best interest of the District. The District reserves the right to award all or part of this Proposal to one or more vendors by line item. ***"All or Nothing" Proposals should be stated on Proposal Form.*** Notification of award will be made by Notice of Award letter accompanied by signed contract or Purchase Order, following Board approval of award of contract. Should the proposer accept award by line item, they shall state that answer on the Proposal Form in the appropriate area.

#### **11. Equal Proposals**

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 available 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 project.

#### **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/proposal due date and time.

- 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. Federal excise taxes are not applicable to school districts.

**17. Discounts**

Any discounts offered by Proposers must be stated clearly on the Proposal Form and Product Proposal Sheets 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.

**18. FOB Destination Pricing**

Proposers must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Fact Sheets. 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 Proposal Sheets in Attachment 1 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. 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.

**23. Negotiations**

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

**24. 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. 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. Addenda must be acknowledged on the Proposal Form.

**25. 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.

**26. 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.

**27. Method of Pricing and Completing Proposal**

The District recognizes that because agricultural products are affected by seasonality and weather, produce pricing is responsive to market pressures and trends in ways other food markets are not. The District is seeking proposals using a “cost plus” pricing method. Cost plus pricing recognizes the variable market fluctuations to the Proposer while guaranteeing the District’s case markup does not fluctuate throughout the year.

Price quotations must be based on a cost plus formula, this will consist of your actual cost, as shown on your invoice, plus a fixed dollar and cents figure markup, or delivery fee, represented in column “H” of Attachment 1 Produce Proposal Sheet, which represents what you will charge above your actual costs.

**28. 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.

**29. Inspection of Facilities**

The District reserves the right to inspect the facilities of the Proposer prior to award of the contract. The District may request to review the Proposer’s current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility and relevant equipment maintenance schedules in order to insure optimum manufacturing, storage, and distribution practices. If the District determines that after such inspection the Proposer 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.

**30. 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.

### **31. Method of Award**

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year, since 2019-2020. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.

The District shall not be obligated to accept the lowest priced proposal but will make an award in the best interest of the District. The District reserves the right in its absolute discretion to accept Proposals or any part of Proposals, as deemed necessary for the best interest of the Nutrition Services Division.

The District recognizes that in order to obtain the freshest and most locally grown produce, the district may need to award to and contract with multiple produce vendors. The anticipated method of award shall be by line item or product group to the lowest responsive and responsible Proposer(s) meeting all terms, conditions and specifications, locality, freshness requirements, and receiving an acceptable rating on all other factors, including product geographical preference, quality and service.

The low Proposer(s) will be determined by the Subtotal offered for each line item. The Subtotal (column I) must include the Proposal Price per Unit (column G) added to the Mark Up Cost (column H). If a Proposer has offered any prompt payment discount, the District will subtract those payment discount terms (over 15 days only) to arrive at each vendor's net pricing offer.

The District reserves the right not to necessarily purchase all items and/or quantities listed in the Proposal document. The quantities listed are estimates to the needs of the District and may be adjusted to meet the actual needs, when determined.

### **32. Offers of Additional Items**

This invitation for Proposals does not cover all products that will be used during the school year but does include the products that are most used. Vendors are to attach a separate list of all products available, with firm prices for the contract period. Additional items offered will not be considered when calculating Proposal totals and awarding a contract.

### **33. 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 Contractor 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.

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

## **4. Default**

If the Contractor 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 Contractor 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 Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

(c) Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting Contractor 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. Prevailing Law**

In the event of any conflict or ambiguity between a) the Instructions to Proposers, 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.

**7. Anti-Discrimination**

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

**8. Piggyback Clause/Other Districts**

For the term of the 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.

**9. 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.

**10. 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 vehicle on District sites. Limits of automotive liability shall be no less than ***\$1,000,000*** per occurrence.
3. 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.
4. Insurance certificate must name Oxnard Union High School District as additional insured.

#### **11. 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 contractor 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.

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

#### **12. Packaging**

Cases and packages shall be so constructed as 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 for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Produce shall be delivered free of excess quantities of dirt on the produce or the packaging materials. Any cleaning that has been performed prior to delivery should be communicated so that cafeteria staff know whether additional food safety steps are required.

Cut produce must be sulfite free as indicated in the product specifications sheet.

### **13. Price Adjustments**

Any price increase must only be as a result of severe industry/market conditions and must be justified and proven by submission of documentation. The Contractor may request an annual price adjustment. The request must be submitted in writing, to the District Purchasing Department **at least 45 days** in advance of the contract anniversary date of July 1. The decision of the District as to the validity and amount of increase shall be final.

Any decrease in prices of the items listed herein should result in a corresponding decrease in prices to the District for the balance of the contract period, or for as long as the lower prices are in effect.

### **14. Contract Term and Extension**

The contract term shall be from July 1, 2022 through June 30, 2023. The contract awarded from this RFP may be extended for up to and no more than two (2) additional years, in 1-year increments, upon mutual agreement by the District and the vendor.

### **15. Additional Items / Deletions**

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated. The District reserves the right to delete any item with thirty (30) days written notice.

### **16. Purchases Out of Contract**

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

### **17. Non-transferable Responsibilities**

No assumption or takeover of any of Contractor's duties, responsibilities, or obligations or performance of same by any entity other than Contractor whether through assignment, subcontract, 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 will 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.

### **18. Delivery Instructions (see additional delivery instructions for USDA Pilot Program)**

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 and the District purchase order number shall appear on the packing slips.**

Contractor 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.

For produce, the district is requesting that all deliveries be made as close as possible to the time of harvest, preferably within 48 hours of leaving the farm.

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 Contractor shall make deliveries to each school site during open kitchen hours. Specifically, the district requires all school site deliveries must be made during the hours of 6:00am – 1:30pm. 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 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 Contractor's delivery driver shall check in with the Cafeteria Manager, or designated representative upon arrival at the kitchen site prior to unloading product into the kitchen. District staff members shall not be required to enter Contractor'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.

#### **19. Invoicing and Billing Period**

Unless otherwise specified, Supplier shall render invoices in triplicate, if supplying in hard copy, for materials delivered under the contract, to the address and department as stated on the District Fact Sheet. If submitting electronically, invoices shall be submitted immediately upon delivery of items to the district at the following email addresses: [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. Contractor's name, address, and telephone number
3. Contractor's invoice number and date
4. Designated line for District signature
5. Delivery address and School Name
6. Date of delivery
7. Product description for each item ordered
8. Name and Location of Farm providing the produce item(s)
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
13. Produce deliveries must indicate the farm providing the product on the invoice

#### **20. Delivery and Invoicing Process for USDA Pilot Program Produce**

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables School Year 2022-2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot projects' AMS Eligible Vendor List. Within the USDA Pilot Project, all products supplied to Oxnard Union High School District must be of USA Origin.



Once established as an approved vendor the eligible products available to Oxnard Union High School District will be listed on the approved vendor's online catalog. Approved vendors agree to accept orders from the online catalog and/or phone/email.

Approved vendor will issue a separate invoice to the AMS for unprocessed fruits and vegetables sold under the pilot project. Vendor will submit invoices and any other necessary reports directly to the USDA by email to [FVPilotProject@ams.usda.gov](mailto:FVPilotProject@ams.usda.gov).

Approved vendor understands that the AMS will pay the vendor within 10 calendar days of receiving the invoice.

## **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.

## DISTRICT FACT SHEET OXNARD UNION HIGH SCHOOL DISTRICT

### Delivery Locations and Hours for Delivery

School Site Receiving hours: 6:00 AM to 1:30 PM Monday –Friday (see delivery conditions during meal service)

### School Site Delivery Locations

#### **Adolfo Camarillo High School**

4660 Mission Oaks Blvd.  
Camarillo, CA 93012  
Café Manager: Lizbet Munguia  
(805) 394-4757

#### Monday - Thursday

NUTRITION: 10:34 – 10:41

LUNCH: 12:45 – 1:20

#### Friday

NUTRITION: 11:02 – 11:09

LUNCH: 12:59 – 1:34

#### **Channel Islands High School**

1400 Raiders Way  
Oxnard, CA 93030  
Café Manager: Hilda Chavez  
(805) 385-2772

#### Monday - Thursday

NUTRITION: 10:00 – 10:12

LUNCH: 11:48 – 12:23

#### Friday

NUTRITION: 10:48 – 11:00

LUNCH: 12:20 – 12:55

#### **Hueneme High School**

500 Bard Road  
Oxnard, CA 93033  
Café Manager: Aurea Vea  
(805) 385-2665

#### Monday - Thursday

NUTRITION: 10:30 – 10:45

LUNCH: 12:55 – 1:30

#### Friday

NUTRITION: 11:18 – 11:27

LUNCH: 1:13 – 1:48

#### **Pacifica High School**

600 East Gonzales Road  
Oxnard, CA 93030

Café Manager: Denise Prado  
(805) 278-3154

Monday - Thursday

NUTRITION: 10:42 – 10:51

LUNCH: 12:55 – 1:30

Friday

NUTRITION: 10:16 – 10:25

LUNCH: 12:07 – 12:42

### **Oxnard High School**

3400 West Gonzales Road

Oxnard, CA 93030

Café Manager: Darlene Hooks

(805) 278-3205

Monday - Thursday

NUTRITION: 10:00 – 10:12

LUNCH: 11:48 – 12:23

Friday

NUTRITION: 10:51 – 11:03

LUNCH: 12:22 – 12:57

### **Rio Mesa High School**

545 Central Avenue

Oxnard, CA 93036

Café Manager: Shelley Ragland

(805) 278-5545

Monday – Thursday

NUTRITION: 10:35 – 10:49

LUNCH: 12:57 – 1:32

Friday

NUTRITION: 10:52 – 11:06

LUNCH: 11:54 – 12:29

### **Rancho Campana High School**

4235 Mar Vista Drive

Camarillo, CA 93010

Café Manager: Delia Chavez

(805) 389-6400

Monday – Thursday

NUTRITION: 10:43 – 10:53

LUNCH: 12:39 – 1:14

Friday

NUTRITION: 10:37 – 10:47

LUNCH: 11:53 – 12:28

## **PRODUCE PROPOSAL AWARD POINT SYSTEM**

The District has chosen to implement a point system to make award(s). The following scoring system will be used in determining which of the three lowest Proposers will most closely meet the best interests of the District. There is a possible score of 100 points.

### **Cost**

The Proposer with the lowest average cost including case mark-up cost.

Lowest Proposer	45
2nd lowest	35
3rd lowest	25

### **Food Safety/Traceability**

Strength of HACCP Plan: Proposer’s ability to provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce) including: a list of farms and products sourced from each farm, unique product identification numbers for locally grown products from aggregated products, and farm of origin information clearly marked on each case delivered to cafeterias and on the invoices provided with delivery. If produce not purchased directly from a farm, please provide as much information as available regarding the source of produce. **A sample of a traceability report will be requested with any produce samples provided.**

Rated best able to meet the requirements	20
Rated 2nd best able to meet the requirements	15
Rated 3rd best able to meet the requirements	10

### **Questionnaire**

Answered questions in the questionnaire section.

Rated best able to meet the produce specifications	20
Rated 2nd best able to meet the produce specifications	15
Rated 3rd best able to meet the produce specifications	10

### **Past Performance/Service Reliability**

Proposer must have a proven ability to deliver high quality produce in a timely manner, to a large customer with multiple sites, requiring daily and or weekly deliveries. References of past and present customers may be checked to determine ability to meet required service levels.

Best able to meet service requirements	15
Rated 2nd best able to meet service requirements	10
Rated 3rd best able to meet service requirements	5

Total \_\_\_\_\_/100

# PRODUCE SPECIFICATIONS and CONDITIONS

## **1. Procurement Priorities**

The purpose of this Proposal is to identify the Vendor(s) that can fulfill the following combination of competitive case markups, delivery schedule needs, and quality and origin procurement priorities.

## **2. Case Markup**

**Please list your proposed case markup/delivery fee in your RFP response in column H on the Product Proposal Sheets, Attachment 1.** This markup will remain firm for the full school year of purchases July 1, 2022 through June 30, 2023.

## **3. HACCP Program**

Vendor 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 Vendor's 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.

## **4. USDA Pilot Program**

The District is participating in the U.S. Department of Agriculture (USDA) Pilot Project for the Procurement of Unprocessed Fruits and Vegetables beginning School Year 2022 - 2023. In order to be considered responsible and responsive, the vendor must apply for and be placed on the pilot project's AMS Eligible Vendor List.

## **5. Produce Traceability Initiative**

Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request.

## **6. Produce Grade**

Unless indicated otherwise in the product specifications, the District expects to be offered US No 1 product at all times.

## **7. Produce Quality Assurance**

The District expects that all produce will be inspected for quality assurance, and any produce that does not appear to be of the highest quality be pulled and replaced before shipping out to sites.

## **8. Weekly Price Sheets**

Vendor must supply Nutrition Services with a weekly price sheet of available produce items.

## **9. Product Origin Transparency**

The District requires clear identification of the origin of product on the weekly offering list, invoices and cases.

This includes:

- a. Mandatory identification of Country of Origin;
- b. Mandatory identification of California products;
- c. Mandatory identification of state of origin of other products; and
- d. Preferred identification of Farm/Farmer.

### **10. Domestic Local Origination**

The District expects that all produce offered will be of domestic origin as much as the prevailing market conditions allow, with notable exception of bananas. The District preference is to purchase domestic local produce, balancing origin with quality.

The District defines domestic local within a tiered format:

1. Local as defined within 25 miles of the Ventura County border
2. Regional as defined within 250 miles of Ventura County border
3. State as defined as within the state of California

### **11. California Grown**

The District wishes to engage a vendor that has a proven track record of both purchasing and promoting agricultural products grown in California.

The District requires all Proposers to provide information indicating where the supplies and produce is grown, (specific farm information), and processed (Processing plant/manufacturer). (see questionnaire)

### **12. California -Grown Small Farms and/or Aggregators**

The district is stating a preference for produce items that are a variety unique to the region. Produce that can be delivered within 48 hours of harvest is preferred.

Vendors must indicate on the product specification if they are able to purchase produce from local, regional or state farms (following the tiered preference for Domestic Local Origination as indicated).

### **13. Deficiencies, Defects, and/or Damages to Products shall be Corrected by Vendor**

The successful Vendor shall promptly correct all deficiencies, defects and/or damages in products delivered to the District in accordance with this RFP. All corrections shall be made within a maximum of two (2) calendar days after such deficiencies, defects and/or damages are reported, verbally or via email, to the Vendor by the Nutrition Services Division. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

### **14. Credits and Refusal of Product**

The District reserves the right to refuse goods at time of delivery if quality is deemed unacceptable based on the judgment of receiving staffs. Refused products at time of delivery will be credited on the invoice and signed for by driver and staff person receiving goods.

### **15. Credits for Product Post Delivery**

Damaged or substandard product discovered after the time of delivery will be reported to the Vendor within 24 hours for credit and immediate product pickup and replacement if needed.

### **16. Monthly statements**

Report of each site volume and details of purchased goods, credits and returns or damaged goods by school is expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Director of Nutrition Services by the fifth day of the following month.

### **17. Velocity Reports**

The chosen Vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by school site are required. Reports shall be emailed to the Director of Nutrition Services by the fifth day of the following month. Reports must contain the following:

1. Item name
2. Item size
3. Pack size
4. Type of produce (Fruit or Veg)
5. Unique item code (e.g. must differentiate local gala apples from Washington gala apples)
6. Country of origin
7. State of origin
8. Quantity purchased
9. Item price
10. Average price
11. Identification of farm

**PROPOSER's CHECKLIST**  
Oxnard Union High School District  
RFP #664 PRODUCE PRODUCTS

The following documents must be included in Proposer's sealed Proposal package and submitted no later than **2:00 PM on April 5, 2022** to the Purchasing Department, 1800 Solar Drive, Oxnard, CA 93030.

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

- Proposers Checklist
- Proposal Form/Acknowledging all Addenda
- Product Proposal Sheets (Attachment 1)
- Reference Form (complete for 3 references)
- HAACP Plan
- Produce Specifications Questionnaire (Response to Geographic Preference Specifications)
- Non-Collusion Declaration (Notarized)
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Workers Compensation
- Prompt Payment Discount
- Buy American Certification
- Disclosure of Lobbying Activities (Attachment 2)
- Certification of Insurance (COI) – General Liability, Auto, Worker's Compensation



Oxnard Union High School District  
**PROPOSAL FORM**

**RFP #664 Produce Products**

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 Proposal Worksheet Attachment 1:

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 the Produce Proposal Worksheet.

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.

**Bidder Questions:**

1. Explain the pricing method used on the Product Proposal Sheets in Attachment 1 (i.e. cost plus, percentage of markup, etc.):

\_\_\_\_\_

2. Does Proposer accept award by line item? Yes \_\_\_ or No \_\_\_

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 PROPOSAL SHEETS**

Oxnard Union High School District

RFP #664 Produce Products

**See Attachment 1 Product Proposal Sheet**

**REFERENCE FORM**  
 Oxnard Union High School District  
 RFP #664 Produce Products

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

*Proposers must submit at least three (3) reference.*

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	

**Produce Specifications Questionnaire**  
Oxnard Union High School District  
RFP #664 Produce Products

Proposers must answer all of the following questions related to OUHSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

1. Please describe your company's ability to provide the district with source identified produce that is unique to the local, regional and CA state origination definition (provided). What systems do you have in place for tracking and labeling procured produce?
2. OUHSD is building relationships with small farmers to provide the district's produce requirements for in-season fruits and vegetables. The successful Proposer will demonstrate willingness and ability to work with these farmers to provide produce for the OUHSD school meals program. Please describe your company's strategy for working with smaller local, regional and CA farmers.
3. Please provide a list of the farms you purchase from providing the items indicated on the produce specifications worksheet.
4. Please describe your company's cost plus or mark-up cost method of pricing products.
5. Will you be able to coordinate and/or participate in educational efforts within the OUHSD Farm to School Program including; farmer's markets at school, field trips, nutrition education and guest speaking opportunities?

**NON-COLLUSION DECLARATION**

Oxnard Union High School District  
RFP #664 Produce Products

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

Oxnard Union High School District

RFP #664 Produce Products

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 aProposale 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 aProposale 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: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

---

Oxnard Union High School District RFP #664 Produce Products



**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

Oxnard Union High School District

RFP #664 Produce Products

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: \_\_\_\_\_

Name: \_\_\_\_\_

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

Oxnard Union High School District

RFP #664 Produce Products

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

Oxnard Union High School District

RFP #664 Produce Products

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></p> <p style="margin-left: 20px;">a. contract</p> <p>_____ b. grant</p> <p style="margin-left: 20px;">c. cooperative agreement</p> <p style="margin-left: 20px;">d. loan</p> <p style="margin-left: 20px;">e. loan guarantee</p> <p style="margin-left: 20px;">f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p style="margin-left: 20px;">a.</p> <p style="margin-left: 20px;">bid/offer/application</p> <p>_____ b. initial award</p> <p style="margin-left: 20px;">c. post-award</p>	<p><b>3. Report Type:</b></p> <p style="margin-left: 20px;">a. initial filing</p> <p>_____ b. material change</p> <p><b>For material change only:</b></p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>_____ Prime      _____ Subawardee</p> <p style="margin-left: 100px;">Tier _____, if Known:</p>          <p style="text-align: center;"><b>Congressional District, <i>if known</i>:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:</p>          <p style="text-align: center;"><b>Congressional District, <i>if known</i>:</b></p>
<p><b>6. Federal Department/Agency:</b></p>          	<p><b>7. Federal Program Name/Description:</b></p>          <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p><b>8. Federal Action Number, <i>if known</i>:</b></p>	<p><b>9. Award Amount, <i>if known</i>:</b></p> <p style="margin-left: 40px;">\$</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>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.</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.

---

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