REQUEST FOR PROPOSALS

RFP NUMBER 2022-12-103P

Child Nutrition Services, Central Warehouse

RFP Opening: 02:00:00 PM on Friday, June 03, 2022

at

Oceanside Unified School District

Fiscal Services-Purchasing Department,

2111 Mission Avenue, Bldg. A

Oceanside, CA 92058

Publication Dates: May 18, 2022 through May 27, 2022

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Oceanside Unified School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than 02:00:00 PM of the 03rd day of June 2022 sealed RFPs for the award of a contract for:

RFP No. 2022-12-103P, Child Nutrition Services, Central Warehouse

Proposals shall be received in the office of the:

Oceanside Unified School District
Fiscal Services-Purchasing Department
Attn: Christopher Altstatt, Senior Buyer
2111 Mission Avenue, Bldg. A
Oceanside, CA 92058

and shall be opened and the grand total of extended costs publicly read aloud at the above stated time and place.

Each Proposal must conform and be responsive to the contract documents, copies of which are now on file, and may be obtained in the Fiscal Services Department at 2111 Mission Avenue, Bldg. A, Oceanside, California, 92058 **or online at the District website** at www.oside.us > Departments > Fiscal Services > Bids

The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposals or in the proposing.

No proposer may withdraw its Proposal for a period of sixty (60) days after the RFP opening date.

Publication: The Daily Journal
Publication Dates: May 18, 2022 through May 27, 2022

END OF DOCUMENT

CHECK LIST FOR PROPOSERS

Please check each box before submitting your RFP.

☐ 1. Have you read all 43 pages of the RFP?

☐ 2. Have the following RFP documents been completed, signed and returned with the RFP?

_____RFP Form (including supplemental Excel spreadsheet)
_____Special Provisions
_____Non-Collusion Affidavit
_____Certificate Regarding Workers' Compensation
_____Equal Opportunity Statement
_____Drug-Free Workplace Certification
_____ Tobacco-Free School Certification
_____Suspension and Debarment Certification
_____Certification Regarding Lobbying
_____Disclosure of Lobbying Activities
_____Buy American Certification

☐ 3. Have you included a copy of your current business license and a copy of your most recent Processed Food Registration Certificate?

☐ 4. Have you completed all of the RFP Sheets and listed any minimum delivery requirements on the RFP Sheet Instructions page?

☐ 5. Have you included a Nutrition Facts Label or Manufacturer's Nutrient Analysis for each "or equal" item that was proposed?

☐ 6. Have you made a copy of the completed RFP package so that you can return the entire RFP package to the District?

☐ 7. Have you made arrangements to bring or mail the Proposal so that it will arrive on or before the opening time and date of June 02, 2022 at 02:00:00 P.M. at the Oceanside Unified School District, Fiscal Services Department, Bldg. A, Attn: Christopher Altstatt?

END DOCUMENT
CHECK LIST FOR PROPOSERS

INFORMATION FOR PROPOSERS

In this document and subsequent documents of this RFP, RFP No. 2022-12-103P, the "District" is the Oceanside Unified School District.

1. SECURING DOCUMENTS

Specifications and other contract document forms will be available to prospective proposers at the District's website at www.oside.us > Departments > Fiscal Services > RFPs or in person at Oceanside Unified School District, 2111 Mission Avenue, Fiscal Services, Bldg. A, Oceanside, California, 92058. Contact Christopher Altstatt, Senior Buyer, at christopher.altstatt@oside.us for information regarding the RFP packet.

2. NAME

Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

3. PREPARATION OF BID DOCUMENTS

Proposals to receive consideration shall be made in accordance with the following instructions:

a) Proposals shall be made upon the forms obtained from the District. Proposals shall be written in ink or typed before submission. Proposals are to be verified, as they cannot be corrected after Proposals are opened. The signature of all persons signing shall be by hand. The completed forms must not contain any erasures, interlineations or corrections unless each such correction is suitably authenticated with the initials of the person signing the Proposals. Alternative Proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

b) Before submitting a Proposal, proposers shall carefully examine specifications and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost is reflected in the RFP. No allowance will be made because of lack of such examination or knowledge.

c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict proposers to that manufacturer or specific article. An equal of the named product will always be given due consideration.

d) All items on which Proposals are submitted must in all cases be equal or better in quality to those manufacturers or brands specified by the District. Whether or not an item is indeed equal will be determined by the District.

e) The brand and grade of the article on which the Proposals is submitted should be stated in the RFP form. When the make or brand and grade of the article are not stated, it will be understood to be the specific article named by the District.

f) All Proposal prices must include all costs, including, but not limited to, variable costs; such as: labor, fuel, containers, and utilities.

g) No Proposals shall include California sales or use tax, or Federal excise tax.

h) Additional fuel surcharges on invoices will not be accepted, as delivery is F.O.B destination with any delivery costs to be included in Proposal pricing.

i) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices proposed.

j) Proposals shall be delivered to the Oceanside Unified School District, Fiscal Services Department, Bldg. A, Attn: Purchasing or its representative, at its office on or before the day and hour set for the opening of Proposals in the Notice to Proposers. Proposals shall be enclosed in a sealed envelope bearing the description of the RFP and the name of the proposer. Any Proposals received after the scheduled closing time for receipt of Proposal shall be returned to the proposer unopened

4. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the District during the time of proposing or forming a part of the documents issued to the proposer for the preparation of the Proposal shall be noted in the Proposal and shall be made a part of the contract.

5. WITHDRAWAL

Any proposer may withdraw their Proposal, either personally or by written request, at any time prior to the scheduled time for opening of Proposals. No proposer may withdraw their Proposal for a period of sixty (60) days after the date set for the opening.

6. OPENING

Proposals will be opened at the time and place scheduled in the Notice to Proposers.

7. AWARD OR REJECTION

Contract(s) will be awarded based on price, ease of ordering, lead time, emergency service, minimum delivery requirements, references & experience, and history with District, as noted in the Evaluation Criteria (4) in the **SPECIFICATIONS/CONTRACT SCOPE**. The District reserves the right to reject any or all Proposals, in whole or in part, and to waive any informalities permitted by law.

8. EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine and be familiar with all RFP documents including the Scope of Work. The failure or omission of any proposer to receive or examine any contract documents, forms, instruments, addendum(a), or other documents shall in no way relieve any proposer from obligations with respect to this contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

9. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may submit a written request for interpretation or clarification to the Senior Buyer of the Fiscal Services Department at least five (5) days prior to the date set for Proposal opening. Any interpretation or clarification of the documents will be made at least 72 business hours prior to the date set for Proposal opening by Addendum issued by the Coordinator and posted on the website or otherwise sent to all known proposers via email. The District will not be responsible for any other explanation or interpretation of the proposed documents.

10. 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 items, unless alternate RFPs are called for. A person, firm or

corporation submitting a sub-Proposal to a proposer, or who has proposed prices on materials to a proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other proposers. No person, firm or corporation shall be allowed to issue a Proposal who has participated in the preparation of contract specifications; a Proposal by such a person, firm or corporation shall be determined to be nonresponsive.

11. EQUAL PROPOSALS

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

12. CONDITIONAL PROPOSALS

The District reserves the right to reject any Proposal which imposes conditions, or terms, on purchases which were not specified in the original RFP document.

13. DEMONSTRATIONS

If the District considers a need, proposers shall be required to arrange demonstrations of items or services. Failure to be able to provide such working demonstration may disqualify the Proposal.

a) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request be returned at the proposer's expense.

b) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in conjunction with furnishing articles for inspection shall be borne by the proposer.

14. PREVIOUS PERFORMANCE

Proposers are advised that the District reserves the right to reject a Proposal that cannot demonstrate the ability to provide the products and services required under this contract. Proposers may be required to verify that they have been in the business called for in this Request for Proposal for at least three (3) years.

The District intends to solicit RFPs from qualified proposers, appropriately staffed, equipped, and currently established in the business of providing food and nutrition products similar to that specified in this Request for Proposal.

Service is a factor in the determination of the award. A proposer's past delivery and performance practices relating to any previous or existing contracts will be examined. Proposers who have demonstrated poor performance may be subject to disqualification as non-responsible, disqualifying the proposer for contract award.

15. CONTRACT

The form of contract which the successful proposer will be required to execute is included in the contract documents and should be carefully examined by the proposer. The contract will be executed in two (2) original counterparts. The complete contract documents consist of the following: the Notice to Proposers, the Information for Proposers, the Scope of Work, the RFP Form, the Specifications, and the Contract; including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, transportation, and services necessary for the proper delivery of all items called for in the contract.

16. CONTRACT RENEWALS

This RFP is for one year only. If mutually agreeable, the District reserves the right to renew the contract for up to two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the proposer in writing thirty (30) days prior to the expiration of the contract. Proposer shall indicate on the Special Provisions page of this RFP document if it would accept the option to renew.

17. ASSIGNMENT

No assignment by the proposer of any contract to be entered into hereunder or any part thereof, or of funds to be received by the proposer, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented in writing.

18. TERMINATION FOR CONVENIENCE

The District, upon thirty days written notice to proposer, may terminate the contract. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this RFP. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, the proposer shall be entitled to no further compensation or payment of any type from the District.

19. TERMINATION FOR DEFAULT

If the proposer refuses or fails to perform all or any part of its obligations, or fails to perform all or any part of its obligations in a timely manner, or if the proposer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate the contract. Such notice to contain the reasons for such intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction thereof have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

20. DAMAGES

The District shall hold the successful proposer liable and responsible for all damages which may be sustained because of the proposer's failure to comply with any conditions herein. If the successful proposer fails to furnish or deliver any material, supplies, equipment or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful proposer. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful proposer or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of $50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

21. ETHICS

The District expects the proposers to maintain high ethical standards in engaging in the competitive proposing process. The Proposal amount of one proposer should not be divulged to another before the award of the contract. The District may consider any

proposer found to be engaging in such practices to be non-responsible and may reject its Proposal.

22. EQUAL EMPLOYMENT OPPORTUNITY

In the execution of this contract, the successful proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The proposer shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. Proposer must complete and sign the Equal Employment Opportunity Statement which must be attached.

23. TOBACCO-FREE DISTRICT

The District has been designated as tobacco-free. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles. Proposer must sign the Tobacco-Free Certification form which must be attached.

24. DRUG-FREE WORKPLACE

The 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. Proposer must sign the Drug-Free Workplace Certification which must be attached.

25. CERTIFICATIONS AND DISCLOSURES

When contracts exceed $100,000, the Child Nutrition Services Department is required to obtain Certification Forms from proposers regarding Suspension, Debarment, and Lobbying. All responding Proposals must include these completed forms:

a) Suspension and debarment certification
b) Certification regarding lobbying
c) Disclosure of lobbying activities

The Suspension and Debarment Certification form certifies that neither the proposer nor any of its principals have been proposed for debarment, debarred, or suspended by a federal agency.
The Certification Regarding Lobbying form must be completed.
The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity.

26. CONTACT WITH PUPILS

In performing this contract, the successful proposer may be required to prohibit its employees from having contact with pupils. Any employees or subcontractors hired by the successful proposer will be subject to California Education Code requirements for background checks and supervision prior to any contact or communication with pupils. In the event the proposer fails to prevent its employees from having contact with pupils and injury results from failure to prohibit pupil contact or communication with pupils, the proposer shall defend, indemnify, protect and hold harmless the District. Any subcontractors hired by the proposer shall be subject to and shall also comply with this provision. The proposer and subcontractors shall be jointly and severally liable for any jury that results from the subcontractors' failure to comply with this provision.

27. WORKERS' COMPENSATION INSURANCE

The District does not furnish workers' compensation insurance for employees of proposer. It is understood that proposer's employees and agents are not District employees.

The proposer shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract. The proposer shall file with the District certificates of his insurance protecting workers. Failure to furnish such evidence may result in the District declaring the proposer to be non-responsive or non-responsible.

28. LIABILITY INSURANCE

The insurance required for this contract will be a minimum of:

Public Liability Insurance for injuries including accidental death to any one person in an amount not less than….	$1,000,000.00.
Subject to the same limit for each person on account of one accident, in an amount not less than…	$2,000,000.00
Property Damage Insurance in an amount not less than…	$1,000,000.00
Commercial Automobile Liability Insurance for owned and non-owned vehicles not less than…	$1,000,000.00

The proposer shall furnish proof thereof in the form of a Certificate of Insurance within thirty (30) days of the effective date of this contract. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements, shall be delivered to the District within thirty (30) days prior to the expiration of the term of any policy required herein.

Any general liability policy provided by the proposer shall contain an endorsement which applies its coverage to the District, members of the District's board of trustees, and the officers, agents, employees and volunteers of the District, individually and collectively, as additional insureds.

Certificates and insurance policies shall include the following clause:
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District stating the date of cancellation, reduction or adverse change respecting such insurance. The date of cancellation, reduction or adverse change may not be less than thirty (30) days after date of mailing notice."
After receiving written notice of cancellation of insurance, proposer shall have ten (10) days to provide other policies of insurance similar to the canceled policies and acceptable insurance. If such replacement coverage is not provided, the District may immediately terminate the contract.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the proposer's responsibility for payment of damages resulting from operations under this contract.

29. HOLD HARMLESS

The proposer shall hold harmless and indemnify the District and the Board of Education, its officers, agents and employees from every claim or demand that may be made by reason of:

a) Any injury, however caused, to person or property sustained by the proposer or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with this performance under the contract.

b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the proposer or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract.

c) Any liability that may arise from the furnishing or use of any copyrighted or non-copyrighted composition, secret process, or patented or non-patented invention under the purchase order. The proposer, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board of Trustees, their officers or employees, on any such claim or demand, and satisfying any judgment that may be rendered against them.

30. ATTORNEY'S FEES

If suit is brought by either party to this contract to enforce any of its terms, including all component parts of the contract documents, and the District prevails in such suit, the proposer shall pay all litigation expenses incurred by the District, including attorney's fees, court costs, expert witness fees and investigation expenses.

31. SCHOOL LOCATIONS

Noted in SPECIFICATIONS/CONTRACT SCOPE.

END OF DOCUMENT
INFORMATION FOR PROPOSERS

OCEANSIDE UNIFIED SCHOOL DISTRICT

Central Warehouse Delivery

SCOPE OF WORK

1. **Purpose:** Oceanside Unified Schools Nutrition Services Department is soliciting proposals to select a qualified vendor or vendors to provide and deliver frozen, dry / ambient, refrigerated grocery items directly to the school district's central warehouse location, twice (2) per week. **To Begin 07/01/2022 through 06/30/2023 with the option to renew for an additional two (2) years for a total of three (3) contract years.** Work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

2. **Method of Pricing and Completing RFP:** Proposer shall offer one firm, fixed price for each item offered. Proposals stating, "will negotiate" or "to be determined" or similarly vague language will be considered as non-responsive and will be subject to rejection of proposal. All Vendors must complete all sections on the proposal forms for every line item proposed. Errors in price computation on the Proposal Forms do not relieve proposers from holding price. Errors in price computation may not be corrected until the next regularly scheduled price adjustment period.

3. **Method of Award:** The contract will be awarded to the most responsive, compliant, and responsible Vendor(s) meeting the District's minimum specifications and quality needs with the best value as determined by the Nutrition Services Department. Failure to complete the requested information for an item on the Proposal Forms will result in the disqualification of the item. Bidders should carefully consider each item for conformance to specifications. If Vendor has offered any prompt payment discount, the District will subtract those payment discount terms (over 10 days only) to arrive at each bidder's net offer. The District reserves the right to reject any proposal that is not in the District's best interest, including those with minimum shipment requirements.

4. **Evaluation Criteria:** The factors used to decide the award will **NOT** be based on price alone, but on the following: price, number of items bid, ease of ordering, including lead time and minimum delivery requirements. Other factors that may be used in the evaluation will be nutritional contribution of the product; marketability of the product; compliance with the contract terms, conditions, and specifications; discounts offered; vendors past performance; payment terms; long term costs; and, any other relevant factor that may arise during the review process after proposal opening.

Evaluation Criteria Categories	**Maximum Score**
1. Price	50 Points
2. Ease of Ordering	20 Points
3. Lead Time	10 Points
4. Emergency Service	5 Points
5. Minimum Delivery Requirements	5 Points
6. References, Experience	5 Points
7. History with District	+/- 5 Points
Total Possible Score (per vendor):	**100 Points**

Subject to the provisions herein, Contract award will be made to the most responsive and responsible Vendor(s) with the highest score(s), whose proposal(s) in the sole opinion of the District, is determined to be the most advantageous to the District, based on the award criteria and points noted. If a single vendor offers the best value for 85 percent of the items (by category or total items), the District reserves the right to award the remaining 15 percent of the items to the same vendor. The District reserves the right to award the contract by line item if necessary to best meet the needs of the District, resulting in multiple vendor awards for the contract.

5. **Order Placement:** The District prefers a computerized ordering system where all orders are electronically transmitted to the vendor. In lieu of a computerized ordering system, the Nutrition Services Department will place orders for merchandise on an "as required" basis by using electronic mail, telephone, or FAX. Confirmation of receipt of order will be requested. No substitutions will be allowed without written permission from the Nutrition Services Director. If substitutions are made without prior written permission, a vendor may be removed from bidders list for a period of two years. Emergency orders should be filled as soon as possible. During the term of the contract, with the full cooperation of Vendor, the District may research and implement innovative approaches to streamline the ordering system.

6. **Deliveries.** The vendor(s) shall deliver frozen, dry / ambient, refrigerated grocery items twice (2) weekly to the district's central warehouse location. Deliveries shall be made to the central warehouse on a regular twice weekly schedule during the warehouse hours of operation or as may be otherwise approved by the Nutrition Services Department. **If the central warehouse is closed on a normally scheduled delivery day, the District shall have the option of receiving a delivery on the next open day following the closure.** The successful vendor(s) shall submit the delivery schedule to the Nutrition Services Director for approval two weeks prior to the first delivery. If delivery is made before or after regular hours of operation, the carrier must be prepared to wait until an authorized person is available to receive shipment. All orders must be received and signed for by the Nutrition Services Warehouse Lead or designee. **Drop deliveries outside are not permitted.**

It is assumed all deliveries will be made unless the vendor(s) notifies the Nutrition Services Director or designee at least one (1) week in advance that items will not be included in the delivery order. Since delivery is critical on these items, when orders are not received within the agreed upon period, the District will have the right to order the missing items from an alternate source and the original vendor will be liable for the difference between the price bid and the price paid.

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 to revise delivery times as required. Deliveries will be made at least one time each week to the following school sites:

Notification of Late Delivery: The successful vendor(s) shall promptly notify the Food and Nutrition Director or designee a minimum of 24 hours in advance if an item cannot be delivered within the specified delivery time. The District reserves the right to purchase food at a fair market value from another source. The vendor(s) shall pay the District the price difference between the original bid price and the price of the substituted food item(s). Late deliveries and product shortages can result in the vendor being recommended for default, as defined in the contract.

DELIVERIES MUST BE MADE DURING HOURS OF OPERATION

OUSD Central Warehouse
2070 Mission Ave.
Oceanside, CA 92058
Hours: 7:00AM - 2:00PM M-F

7. **Condition of Product at Time of Delivery**: Vendor(s) shall assure that refrigerated trucks are used to protect perishable products during transport and that these trucks comply with all ServSafe/Hazard Analysis Critical Control Point (HACCP) regulations. Upon delivery, all products shall be in compliance with applicable specifications and will be examined by the District's representative for cleanliness and soundness. The successful vendor(s) must credit the District the full value of any product that is discovered to have an unacceptable remaining shelf life, is defective, or is considered to have been tampered with in any way prior to its arrival at the District's school sites. This includes any hidden damage discovered after acceptance and delivery at the District's school sites.

8. **Delivery Temperatures:** All frozen foods shall be delivered in a hard frozen state at 0 degrees Fahrenheit or below. Partially thawed products with evidence of thawing and refreezing will be rejected at the time of delivery. The District's Warehouse Lead will not refreeze partially thawed deliveries. All refrigerated products shall be delivered at a product temperature of 35 to 40 degrees Fahrenheit, and shall have been maintained at this temperature at all times during storage and shipment. All dry products shall be at 50–70 degrees Fahrenheit.

9. **Sanitation/Safety:** The successful vendor(s) will warrant that all food shall be fresh, clean, wholesome upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign matter, and shall pass through metal detection before packaging. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been delivered the successful proposer will be required to pick up the unacceptable food and issue a credit or provide a replacement in 10 days. All products shall bear visible freshness code dates and shall meet industry standards for remaining shelf-life upon delivery to the schools.

10. **Manufacturer's Date Code:** Vendor(s) shall notify the District if the manufacturer's code is one of the following: Sell-by or Pull-by date; Use-by date; Expiration date; Best-by date, or Pack date (state how long product is good for from pack date). The vendor must provide the District an explanation of the manufacturer's expiration date code. **All products delivered shall have a minimum ninety-day shelf life at the time of delivery acceptance by the District Warehouse. Any deliveries made that do not meet these criteria will be refused.**

11. **Nutrition Policy:** The District requires that all food items have only the minimum amount of sodium, fat, sugar, and/or other additives that are absolutely necessary for food preservation and safety, while still providing a product with good flavor, texture, and palatability. The finished product must be a product with good flavor and texture that is palatable to students.

12. **Trans Fat:** State law prohibits any food items containing artificial trans-fat unless the manufacturer's documentation or the Nutrition Facts label lists the trans-fat content as less than 0.5 grams per serving.

13. **Labeling:** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. All ingredients shall be listed by their common or usual name in descending order of predominance by weight. Labels must also include a list of any "Top 8" allergens present in the product. These include protein derived from milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans. Packages shall clearly be labeled with product name, open code dating, and weight. Cases of product must indicate pack code or expiration date. If code is encrypted, the District may request that Vendor provide a key from the manufacturer to decode information.

14. **Child Nutrition (CN) Labels:** The District prefers that the final processed product carry the Child Nutrition (CN) Label if available. **Please provide the District with copies of CN labels for all processed items. In lieu of CN labels, the vendor must provide a Product Formulation Statement for each item..**

15. **Nutrition Information:** In order to accommodate the computerized menu system used by the Food and Nutrition Department, the successful bidder shall be required to provide a complete nutrient analysis of products, as requested by the District. The nutrient information may be obtained from an

independent laboratory report. The following per-serving information will be required from the manufacturer: weight (gm), calories (kcal), moisture (gm), carbohydrate (gm), protein (gm), total fat (gm), saturated fat (gm), trans fats (gm), cholesterol (mg), ash (gm), sodium (mg), iron (mg), calcium (mg), Vitamin A (I.U.), Vitamin C (mg), Vitamin D (I.U.), dietary fiber (gm), sugar (gm), thiamin (mg), riboflavin (mg), niacin (mg), Vitamin B6 (mg), and folic acid (mcg).

16. **Product Formulation Statements (PFS):** Food products that are not CN-labeled but which will be used as part of the Meat/Meat Alternate and/or Grains components of the Child Nutrition meal patterns must have Product Formulation Statements (PFS) documenting the calculations used in determining the ounce equivalent contributions. **Vendor(s) will supply PFS for all proposed products that provide Meat/Meat Alternate and/or Grains contribution but do not have CN labels.** The PFS must be signed and dated by a company representative. Sample Product Formulation Statements are available upon request.

17. **Processed Food Registration:** California Health and Safety Code Section 110460, et seq. requires all businesses engaged in the manufacturing, packing, labeling, or holding (warehousing) of processed food products in this state to register annually with CDHS-FDB. Certification and registration by the California Department of Health Services is required of all Vendors. **Submit a copy of this certification with the proposal in order for your items to be considered for award.**

18. **Rejected Product:** Any product rejected by the Nutrition Services Warehouse Lead, must be removed from the school location by the successful vendor(s) within (10) ten days from notification to the vendor. Any product left after the ten days will be considered abandoned by the vendor(s) and may be disposed of as District property.

19. **Invoicing and Billing:** The billing period shall begin on the first day of each month and shall end on the last day of each month. Invoices will be prepared so that one copy, priced, extended, and signed, shall be left with the shipment at the time of delivery. The bidder will retain a second copy to support the monthly statement.

20. **Statements:** Statements shall be mailed within five (5) working days after the last day of the month to facilitate payment. Payment will be made on itemized statements with the prices stipulated herein for items delivered and accepted. The District will issue payment by the 20th of the month following delivery

21. **Buy American Provision:** Pursuant to 7 CFR Part 210.21(d), the District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program Meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort only when there is a limited or lack of availability of good quality domestic product. The bidder may be required to provide “Place of Origin” information upon request.

Bidder is expected to provide a representative to provide the District with technical and other assistance as needed.

22. **Hazard Analysis Critical Control Point (HACCP) Program:** Federal and State regulations require all suppliers to have a HACCP system in place. The District has a vigorous HACCP plan in place and will **inspect all deliveries** for correct temperatures and conditions. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted.** The successful Vendor must provide documentation prior to starting work stating that they have a HACCP program in place or documentation of manufacturing practices that follow food safety compliance.

23. **Product Recall:** In the event an Awardee's product is recalled, Vendor will immediately notify the Director of Nutrition. Awardee will be responsible for picking up product and providing replacement, payment, or credit at the District's discretion. Replacement, payment, or credit for recalled items shall be made within 30 days of the date of notification to the District

24. **Proprietary Items:** The intent of this RFP is to solicit the highest quality food and grocery items that are equal to or better than brand names specified on the Proposal Form. Vendors may propose proprietary items with the understanding that quantities specified herein are estimates only and are subject to change in order to meet the needs of students. Proprietary food and grocery items proposed solely and exclusively for this RFP are the responsibility of the Vendor and not the District.

25. **Food Defense:** The Vendor's distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the Public Health Security and Bioterrorism Preparedness and Response Act (Public law 107-188, Section 305). For more information, visit the FDA. http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/default.htm. Failure to register prior to the close of the solicitation shall result in the Vendor's disqualification for contract award. Vendors should provide proof of registration along with the submitted Proposal.

VENDOR PROFILE

Qualifications of Vendor: Vendors must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified. Indicate your company name and the length of time you have been in business providing this type of service:

Name of Vendor: _____

Years in Business: _____

Years Providing Service to School Districts: _____

VENDOR REFERENCES

Vendors shall provide a listing of at least three (3) references that are similarly sized school districts within the state of California who have received services that are similar in the scope and nature of the services being requested in this solicitation, within the last three (3) years. Oceanside Unified School District cannot be used as a reference. The District reserves the right to contact the references regarding the performance of the proposed system and the qualifications of the Vendor.

1. School District: _____

   Business Address: _____

   _____

   Contact Person:_____

   Phone Number:_____

   Email:_____

   Size/Scope of Contract: _____

   Dates of Service: _____

2. School District: _____

   Business Address: _____

   _____

   Contact Person:_____

   Phone Number:_____

   Email:_____

   Size/Scope of Contract: _____

   Dates of Service: _____

3. School District: _____

   Business Address: _____

   _____

   Contact Person:_____

   Phone Number:_____

   Email:_____

   Size/Scope of Contract: _____

   Dates of Service: _____

VENDOR PROFILE/REFERENCES MUST BE SUBMITTED WITH YOUR PROPOSAL

ADDITIONAL INFORMATION

Please answer the following questions in sufficient detail to allow evaluation committee members to determine if your products are appropriate for the District. Please enter the information in the space provided on this form. **Attach additional sheets ONLY after entering responses in the space provided on the Form (below).** Any response failing to follow these instructions may be deemed non-responsive.

1. Does your company have the ability to accept electronic orders directly from Oceanside Unified School District's computerized inventory software system (PCS TrakNow)? YES / NO

2. Does your company accept online orders? YES / NO

If YES, please provide the following:

Web address:_____ Email address:_____

3. Does your company have a minimum order requirement: YES / NO

If YES, what is your minimum?_____

4. Please explain how many calendar days are required for your company to deliver merchandise After Receipt of Order (ARO)_____ calendar days

5. How much advance notice does your company provide when there is a shortage or substitution? _____ hours / days (circle one)

6. In the space below, please describe your company's procedure for notifying the District when a shortage and/or substitution of contract merchandise exists. Please be specific:

7. In the space below, please describe your plan for filling emergency orders from the District?

8. Please describe how your company will respond to the customer service needs for the District

9. Please describe the delivery vehicles that will be providing support to Oceanside Unified School District.

Do trucks have lift gates? YES / NO

Are trucks refrigerated? YES / NO

Are drivers instructed to off-load/place merchandise inside the warehouse? YES / NO

10. In the space below, please explain your company's return policy and merchandise correction policy.

ADDITIONAL INFORMATION MUST BE SUBMITTED WITH YOUR PROPOSAL

RFP FORM

The Oceanside Unified School District, acting by and through its Governing Board ("District"):

1. Pursuant to and in compliance with the Notice to Proposers and other documents relating thereto, the undersigned proposer, having familiarized the terms of the Contract, the Specifications, and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other contract documents, including Addenda Nos. ____, ____, ____, and ____ on file at the Fiscal Services Department of the District for the prices for the articles listed herein.

2. It is understood that the District reserves the right to reject this Proposal in whole or in part; to waive informalities in the Proposal or proposing, and that this Proposal shall remain open and not be withdrawn for a period of sixty (60) days form the date prescribed for the opening of this Proposal.

3. It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the Proposal, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees that after receipt of notification of award, the contract will be executed. Proposer will provide products and services in the time specified in the contract documents.

4. Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

5. Total amount of our Proposal transferred from the Grand total Proposal line from the supplemental RFP sheet is

   $_____._____ .

   _____ Dollars

I, _____, the _____ of the proposer, hereby certify under
Name of Signer Title
penalty of perjury under the laws of the State of California, that all of the information submitted by the proposer in connection with this RFP and all of the representations made herein are true and correct. Executed on this ___ day of _____ , 2019 at
_____ , _____, California.
City County
Legal Name of Proposer _____
Company
By _____ _____
Signature of Authorized Officer or Agent Printed Name of Authorized Officer or Agent

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above together with the signature of an authorized officer or agent; if the proposer is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if proposer is an individual, his name and signature shall be placed above.

TO BE COMPLETED BY BIDDER:

Business Address: _____

_____

Telephone: _____

Fax: _____

E-mail: _____

END OF DOCUMENT
REQUEST FOR PROPOSALS FORM

SPECIAL PROVISIONS

AWARD AND ADMINISTRATION
This contract is being awarded by the Oceanside Unified School District.

TERMS
All terms set forth in the contract shall include but not be limited to price, delivery, applicable discounts, service and packaging.

LENGTH OF CONTRACT:
The contract is a one (1) year contract beginning July 1, 2022 through June 30, 2023. The District reserves the right to award this contract for an additional two (2) years.

PROPOSER AGREEMENT FOR RENEWAL OF CONTRACT:

_____ Yes _____ No for the period of July 1, 2023 through June 30, 2024

If yes, total negotiated percentage increase not to exceed _____%.

_____ Yes _____ No for the period of July 1, 2024 through June 30, 2025

If yes, total negotiated percentage increase not to exceed _____%.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of proposer

END OF DOCUMENT
SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

I, _____(Name), being first duly sworn, deposes and says that he or she is _____ (Title) of _____(Company) ,the party making the foregoing Proposal, and 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 induced or solicited any other proposer to put in a false or sham Proposal, and 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 proposing; 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 association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed this _____day of _____,2022 at_____ _____, California.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

END OF DOCUMENT
NON-COLLUSION AFFIDAVIT

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

> 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 the work of this contract.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

(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.)

END OF DOCUMENT
CERTIFICATE REGARDING WORKERS' COMPENSATION

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

"I hereby certify to the Oceanside Unified School District that I (if an individual) or we (if a company or corporation) do not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin."

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

END DOCUMENT
EQUAL OPPORTUNITY STATEMENT

DRUG-FREE WORKPLACE CERTIFICATION

The 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 proposer 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:

a. The dangers of drug use in the workplace.

b. The person's or organization's policy of maintaining a drug-free (controlled substances, tobacco and alcohol) workplace.

c. The availability of drug counseling, rehabilitation and employee-assistance programs.

d. The penalties that may be imposed upon employees for drug use 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 agree by the terms of the 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 agree 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 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.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

END OF DOCUMENT
DRUG-FREE WORKPLACE CERTIFICATION

TOBACCO-FREE SCHOOL CERTIFICATION

The Oceanside Unified School District Governing Board recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws**,** requires the district to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Oceanside Unified School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Effective January 1, 1995, per the tobacco-free school policy set forth in Board Policy Number 3513.3 of the Oceanside Unified School District, a copy of which is stated above and is incorporated herein by reference; contractors, subcontractors and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 3513.3 and remedies set forth herein.

_____
Signature of Authorized Representative

_____
Printed Name of Above

_____
Title

_____
Name of Company

END OF DOCUMENT
TOBACCO-FREE CERTIFICATION

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time an RFP for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

_____ _____

Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ _____

Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “Proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Source: http://www.cde.ca.gov/ls/nu/sn/mb98113.asp

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and potential or existing contractors/vendors as part of an original RFP, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:

Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

Source: http://www.cde.ca.gov/ls/nu/sn/mb98113.asp

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure)

<table>
<tr><td>1.Type of Federal Action:

a. Contract
b. Grant
c. Cooperative Agreement
d. Loan
e. Loan Guarantee
f. Loan Insurance</td><td>2. Status of Federal Action:

a. RFP/offer/application
b. Initial award
c. Post-award</td><td>3. Report Type:

a. Initial filing
b. Material change

FOR MATERIAL CHANGE ONLY:

Year: _____ Quarter: _____</td></tr>
<tr><td colspan="2">4. Name and Address of Reporting Entity:

Prime Sub-awardee
Tier _____, if known

Congressional District, if known:</td><td>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, if known:</td></tr>
<tr><td colspan="2">6. Federal Department/Agency:</td><td>7. Federal Program Name/Description:

CFDA Number, if applicable:</td></tr>
<tr><td colspan="2">8. Federal Action Number, if known:</td><td>9. Award Amount, if known:
$</td></tr>
<tr><td colspan="2">10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):</td><td>10. b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI):</td></tr>
<tr><td colspan="3">(attach Continuation Sheet(s) if necessary)</td></tr>
<tr><td colspan="2">11. Amount of Payment (check all that apply):

$_____ actual
planned</td><td>12. Type of Payment (check all that apply):
Retainer
One-time fee
Commission
Contingent fee</td></tr>
</table>

13. Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____	Deferred Other; specify: _____
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	
16. 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____)_____ Date: _____
Federal Use Only:	Authorized for local reproduction Standard Form - LLL

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 follow-up 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Sub awardee," 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for RFP (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Proposal control number assigned by the Federal agency). Include 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, 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, D.C. 20503

Document Source on CDE: http://www.cde.ca.gov/ls/nu/sn/mb98113.asp

BUY AMERICAN CERTIFICATION

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) 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 SFAs 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 is two situations which may warrant a waiver to permit purchases of foreign food products include: 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

CONTRACT

This Contract, made this _____ day of _____,2022, in the County of San Diego, State of California, by and between the Oceanside Unified School District, hereinafter called the District, and _____,hereinafter called the Contractor,

The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1: The Contractor hereby agrees to sell to the District food items that may be named later for the District to sell to its customers as detailed in:

BID NUMBER 2022-12-103P
Child Nutrition Services, Central Warehouse

and in strict compliance with the contract documents specified in Article 5 below.

ARTICLE 2: TIME FOR PERFORMANCE.
(a) The term of this Contract shall be from July 1, 2022 through June 30, 2023. The District maintains the right to extend this Contract for up to two (2) years depending on new prices and service. Contractor shall not perform any work under this Contract until (1) Contractor furnishes proof of insurance as required under Article of the Terms and Conditions and (2) the District gives the Contractor a written, signed and numbered purchase order which shall serve as a Notice to Proceed.

(b) In entering into this Contract, Contractor acknowledges and agrees that the specifications and delivery requirements stipulated herein are adequate and reasonable.

ARTICLE 3: CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract documents, those prices shown in the Proposal form for the products ordered.

ARTICLE 4: TERMINATION AND DAMAGES. This Contract may be terminated upon thirty (30) days written notice to the Contractor. Suspension of this Contract may be made at any time the District perceives a health and safety problem with the production or delivery of food products. Notification of suspension will be made by telephone to the person authorized to receive notices in Article 6, and written notice will be sent by overnight mail.

The District reserves the right to inspect the facilities of the Contractor at any time during the term of the Contract to determine if the specifications and terms are being met. Denial of this right may result in termination of the Contract.

ARTICLE 5: COMPONENT PARTS OF THE CONTRACT. The Contract entered into consists of the following contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Proposers
Check List for Proposers
Information for Proposers
Scope of Work
RFP Form

Special Provisions
Non-Collusion Affidavit
Certificate Regarding Workers' Compensation
Equal Opportunity Statement
Drug-Free Workplace Certification
Tobacco-Free School Certification
Suspension and Debarment Certification
Certification Regarding Lobbying
Disclosure of Lobbying Activities
Contract
Addenda Nos. _____, _____, _____, as issued
RFP Sheet Instructions
RFP Sheets with Specifications

All of the above-named contract documents are intended to be complementary. Work required by or conditions stated in one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

We propose to enter into a contract to furnish and deliver the items as specified and at the prices RFP, which includes all delivery charges.

Deliveries will be made to the designated locations. The merchandise will be unloaded and placed inside the building in an area designated by an authorized representative of the District.

ARTICLE 6: ADMINISTRATION OF THE CONTRACT AND NOTICES. This Contract shall be administered on behalf of the parties as follows, and any notice or correspondence desired or required to be sent to a party hereunder shall be addressed and directed as follows:

FOR THE DISTRICT:
OCEANSIDE UNIFIED SCHOOL DISTRICT
Attention: Christopher Altstatt
Senior Buyer
2111 Mission Avenue, Bldg. A
Oceanside, CA 92058
christopher.altstatt@oside.us

FOR THE CONTRACTOR:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Fax: _____

E-mail _____

All notices given or required to be given pursuant to this Contract shall be in writing and may be given by personal delivery or by mail, and when addressed in accordance with this paragraph, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses or persons to whom notices are to be given by giving notice in the

manner prescribed in this paragraph. In emergencies, telephone notice may be given if followed by overnight written communication. Any time limits regarding notification will be based on written communication.

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

CONTRACTOR:	DISTRICT:
_____	OCEANSIDE UNIFIED SCHOOL DISTRICT
By_____	By _____
_____	Dr. Andrea Norman
Printed Name of Signer	
Title_____	Assoc. Superintendent of Business Services

END OF DOCUMENT
CONTRACT

RFP SHEET INSTRUCTIONS

PROPOSER: _____

INSTRUCTIONS FOR COMPLETION OF BID SHEETS:

1. Preferred brands and product numbers are listed next to the item descriptions on the RFP sheets. If a different brand or code is proposer, provide that information in the "Proposed Brand" column. For all different brands and/or codes, the proposer must provide specifications documenting that the quality is equal to or better than the one specified.

2. When proposing commodity processed items, list the gross price of each item before commodity allowance in the top box in the gross price column. In the box below the gross price, list the current commodity "net off invoice" value for each item. In the far right column, list the net commodity price quoted for each item. Proposer must clearly indicate on the Proposal sheets if any commodity allowances are to be issued to the District in the form of a rebate or if any items are proposed using a fee-for-service method. The District has scheduled USDA foods for the 2022-23 school year to be directed to the processors listed, and Proposals specifying alternate brands in the commodity processing category may cause the proposer to be deemed non-responsive.

3. When packaging is different than the pack size specified, cross out the pack size shown and write the pack size of the product being quoted.

4. If any item is considered a special order, the amount of lead time required for the proposer to deliver this item must be clearly stated in the "Proposed Brand" column.

5. Write the words "No Proposal" in the "Unit Price" column for any item that is not being quoted. If proposer is not proposing on an entire section, the proposer may write the words "No Proposal on Entire Section" on the first line of the "Proposed Brand" column.

PLEASE STATE ANY MINIMUM DELIVERY REQUIREMENTS:

_____

_____

END OF DOCUMENT
BID SHEET INSTRUCTIONS