



REQUEST FOR PROPOSALS

RFP #702

FROZEN, REFRIGERATED, GROCERY, AND BREAD COMMODITY AND COMMERCIAL ITEMS

OXNARD UNION HIGH SCHOOL DISTRICT

**1800 Solar Drive,
Oxnard, CA 93030**

Deanna.Rantz@oxnardunion.org

(805) 385-2519



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 **May 1, 2025 at 2:00 p.m.**, electronic proposals for the award of a contract for:

RFP #702 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items

All proposals shall be made on a form obtained at the OUHSD website noted below. Proposals must be received electronically via email to deanna.rantz@oxnardunion.org on or before the time and date stated above. Email subject lines must include “**RFP #702 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items.**” Proposals not received by the specified date and time will not be viewed. Any proposal that is submitted after the due date and time shall be nonresponsive. Each bidder is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a bidder’s ability to timely submit its proposal or portion thereof.

Proposals will not be opened and read aloud, however, a Proposal abstract may be made available within seven (7) days of the Proposal due date or upon completion of the evaluation process.

Each Proposal must conform and be responsive to all pertinent Proposal and Contract Documents. RFP documents may be obtained from the office of the Purchasing Director or from the District website: <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals>

The contract will be awarded by line item to the lowest responsive, responsible Proposer 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.

Oxnard Union High School District

Advertising dates: 3/23/2025 & 3/30/2025

RFP DELIVERY and DEFINITIONS

DELIVERY DETAILS:

Delivery schedules will be determined by the District. There shall be no minimum delivery required including in dollar amount or case quantities. Deliveries must be made in accordance with the attached delivery schedule unless otherwise agreed upon in writing. Issuing keys for early morning or night deliveries shall be made an option if the District determines it is in the best interest of the District. The District reserves the right to purchase more or less than the estimated annual expenditures.

Any products delivered during the period covered by this Proposal shall be only the approved processor's products and code numbers as requested by the District unless prior written approval has been granted by the District to deliver alternate products. No product will be represented as being in conformance with the specification when such is not the case.

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

RFP SUBSTITUTIONS: The only time a substitution will be allowed is for case count changes only. If an item listed for pricing has been discontinued due to a change in case count, pricing for the updated manufacturer's order code must be provided within 5 working days. Substituted items can be submitted on a separate sheet.

DEFINITIONS:

In this RFP and in the Contract, the following terms are defined as follows:

- A. **"Best Value"** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor's product(s) and/or services, and price.
- B. **"Contract"** means an agreement entered into between each of the District and a Vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written Contract, an agreement letter, and/or a purchase order.
- C. **"Vendor/Distributor/Seller/Supplier/Contractor/Proposer/Companies"** means the party to whom a Contract is awarded pursuant to this RFP after submittal of a successful Proposal/Bid.
- D. **"District/OUHSD/LEA"** refers to Oxnard Union High School District.
- E. **"Project"** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **"Proposal or Bid"** refers to the documents submitted by a Vendor that addresses the scope and requirements of this RFP.
- G. **Proposer/Bidder** refers to the person(s)/entity(ies) that submits the Proposal to this RFP.

- H. **“RFP”** refers to this Request for Proposals.
- I. **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- J. **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.

Document Check-Off Sheet

By signing this document, Proposer verifies that all documents required are included in the submittal package and bear the required signatures. Failure to provide required documents may result in rejection of the Proposal.

- **Copy of Hazard Analysis Critical Control Point Plan (HACCP)** Food Safety Overview
- **Food Safety and Security Policy/Plan** Food Safety Overview
- **Pest Control Policy/Plan** Food Safety Overview
- **Health Inspection Report (most recent)** BRC A++ Certificate in Food Safety Overview
- **Vendor Questionnaire (Distribution and Bread)**
- **Proposal Worksheets Exhibits A and A-1**
- **Proposal Form**
- **Distribution Delivery Schedule**
- **Bread Delivery Schedule**
- **Bidder References and Responsibility Information**
- **Non-Collusion Declaration**
- **Equal Opportunity Employment**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Suspension and Debarment Form**
- **Iran Contracting Act Certification**
- **Contractor's Certification Regarding Drug-Free Workplace**
- **Contractor's Certification Alcoholic Beverages and Tobacco-Free Workplace**
- **Contractor's Certification Worker's Compensation**
- **Clean Air and Water Certification**
- **Prompt Payment Discount**
- **Fingerprint Clearance Certification**
- **PRU-21 China Prohibition Certification**

Please COMPLETE, SIGN & RETURN the foregoing items with your sealed Proposal: Failure to return any of the above items completed and signed with the original sealed Proposal may result in a non-responsive Proposal. All signatures must be original, no photocopies.


Signature

4/28/2025
Date

PROPOSAL INSTRUCTIONS AND CONDITIONS

1. PREPARATION AND SUBMISSION OF PROPOSAL FORM:

The District invites Proposals from qualified Companies, to be submitted to the District at such time and place as is stated in the Notice Inviting Proposals, no later than **May 1, 2025 at 2:00 P.M.** Proposals must be received electronically via email to deanna.rantz@oxnardunion.org on or before the time and date stated above. Email subject lines must include “**RFP #702 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items.**” Proposals not received by the specified date and time will not be viewed. Any proposal that is submitted after the due date and time shall be considered nonresponsive. Each bidder is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a bidder’s ability to timely submit its proposal or portion thereof. The District is not responsible for costs incurred by Proposers in preparing this Proposal submittal.

This Request for Proposal (RFP) is for the pricing of distribution of frozen, refrigerated, grocery and bread items. Please provide the lowest price for the services and products on the Proposal Worksheets Exhibits A and A-1. Please read all terms, conditions and documents thoroughly to understand the request.

Proposals must be made on the OUHSD Proposal Worksheets, Exhibits A and A-1 included in this Invitation for Proposals along with the Proposal Form. All items on the form must be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. Proposal Forms must be signed by a responsible officer of the Proposer in order to be considered. The completed form should be without interlineations, alterations, or erasures.

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

All pages of the Proposal Worksheets must be completed. Unit prices for all line items must be shown where required on the Proposal Worksheets. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A checklist is included in the RFP REQUIRED DOCUMENTS form to assist Proposers in returning a complete submittal package. The Proposal Worksheets must be returned in Excel format and sent in electronically to the email provided in the Notice Inviting Proposals, as part of the RFP package.

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

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

Any modifications or corrections of the submitted Proposal, including changes in or additions to the Proposal Worksheets, alternate proposals, or any other modifications of the Proposal Form which is not specifically called for in the proposal documents, may result in rejection of Proposal as not being responsive to the RFP. No oral or telephone proposals or modifications will be considered. Proposals should be verified before submission and cannot be withdrawn after their opening.

The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the Proposal. In the event of inconsistency between words and figures in the Proposal price, figures shall be used. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive to the Invitation for Proposals.

3. PROPOSAL SCHEDULE:

The Proposal Schedule is subject to change at District's discretion.

Advertisements 3/23/2025 and 3/30/2025

Request for Information (RFI) Deadline: 4/21/2025 at 2:00 p.m.

Proposals Due 5/1/2025 @ 2:00 p.m.

Evaluation and Review Process 5/1/2025 – 5/8/2025

Request for Award of Contract to Board of Trustees 5/28/2025 or 6/18/2025

Contract Execution Date no later than 7/1/2025

Contract Term 7/1/2025 – 6/30/2026

4. REQUESTS FOR INFORMATION (RFIs):

Any questions relative to this RFP should be directed to the District Purchasing Director, Deanna Rantz, no later than April 21, 2025 at 2:00 p.m., and shall be put in writing and emailed to deanna.rantz@oxnardunion.org. Oxnard Union High School District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

5. AGREEMENT TO TERMS:

By replying to this RFP, Proposer accepts and is bound by the terms and conditions set forth in the Proposal documents. Upon successful award, Supplier must enter into an Agreement with the District (Exhibit A).

6. IDENTIFICATION OF PROPOSER:

Each Proposer must give the full business address of the Proposer and documents 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 sign 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.

7. 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.

8. 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 viewed.

9. INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS:

If any Bidder finds discrepancies in, or omissions in the RFP documents, they may submit a request for clarification by following the instructions in Section 4. Requests for Information. The inquiry must be received by the date and time noted in the Proposal Schedule.

10. SIGNATURE:

The Bid must be signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the Bid on behalf of the Bidder. All documents identified in the Required RFP Forms Section must be signed in permanent ink. Unsigned responses may be considered non-responsive, thus resulting in rejection of the Proposal. Obligations assumed by such signature must be fulfilled. Proposals must be signed with the firm name and by an authorized officer, agent, or employee of the Company.

11. CONTRACT TERM:

It is anticipated that the Contract(s) to be awarded for the Project described in this RFP shall be effective July 1, 2025, through June 30, 2026, with, by mutual consent from both parties, the ability to extend the contract in 1-year increments, up to no more than three (3) years total.

12. AWARD OF CONTRACT AND NOTIFICATION:

The award of this proposal will be made by line item to one or multiple responsive and responsible bidder(s) 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: complete and responsive proposals meeting all RFP instructions and conditions, received by the due date and time.

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

Evaluation Criteria Maximum Points

Small Business and Minority, Woman, and Disabled Veterans Business Enterprise (MWDVBE): 5

Customer Service and References: 25

Experience and Competence: 20

Sustainability: 20

Cost: 40

Total Points Possible 110

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

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

13. PRICING:

Minimum contract terms is twelve (12) months. Quoted prices must stay in effect for a minimum of twelve (12) months after award of Contract and may be extended upon mutual consent of the District and Vendor for up to two additional twelve (12) month periods or until the end of the school fiscal year, whichever is the shorter duration, in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Any price increase must be in accordance with the Los Angeles County Consumer Price Index for the current year, but not to exceed a maximum increase of five percent (5%) per contract term. In the event of a general price decrease, the District reserves the right to terminate the Contract unless the decrease is passed on to the District.

14. PROPOSAL PRICING:

Pricing shall be offered in three categories: (1) Processed USDA Foods, 2) Commercial Food Products, and (3) Bread.

(a) Processed USDA Foods End Products and Commercial Equivalents: Quote a per case delivered landed cost for all items listed on the Proposal Worksheet Exhibit A. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed, subject to the District's written approval.

(b) Commercial Food Products – Dry, Frozen, Refrigerated: Additional commercial food products – frozen and groceries should be quoted as specified on the Proposal Worksheet Exhibit A. Quote a per case delivered cost for all items listed.

(c) Bread products have been included in this RFP and are located on Proposal Worksheet Exhibit A-1.

(d) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District may contact the successful Vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

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

15. 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 up until 72-hour prior to the time set for opening of Proposals 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.

16. 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) calendar days after receipt of the District purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a District purchase order shall be considered sufficient cause for default action under the

DEFAULT provision of this Proposal.

17. EVIDENCE OF RESPONSIBILITY:

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

18. PRE-AWARD CONFERENCE:

The apparent lowest 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.

19. PROPOSAL DOCUMENT:

All Bidders should fully acquaint themselves with the conditions and terms affecting the performance of the Contract, if awarded. The Bidder's submission of a Proposal shall be taken as prima facie evidence of compliance and knowledge of all RFP documents and addenda. Proposals must be verified before submission, as they cannot be withdrawn after their opening.

20. 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.

21. DISCOUNTS:

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

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

22. FOB DESTINATION PRICING:

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

23. QUANTITIES:

The quantities indicated on the Proposal Worksheets 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 RFP, however the quantities listed are a good faith estimates. 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 or products listed herein.

24. 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.

25. PRODUCT SPECIFICATIONS FOR ALTERNATE BRANDS:

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

26. 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.

27. NEGOTIATIONS:

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

28. 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 email request for an interpretation or correction to the District's Purchasing Director, Deanna Rantz, Deanna.Rantz@oxnardunion.org. Any interpretation or correction of the contract document will be made only by a Clarification or Addendum. 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 72-hours 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.

29. 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. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to another Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers or making a prime proposal.

30. 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.

31. SPECIFICATIONS AND ACCEPTABLE BRANDS

The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict Proposers. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal to or of better quality than the item specified, and must clearly state the brand and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted in accordance with No. 32, Samples and Product Evaluation. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

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

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

32. SAMPLES AND PRODUCT EVALUATION

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

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

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

33. NUTRITIONAL INFORMATION

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

Acceptable documents that meet this requirement are:

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

34. SUPER CO-OP APPROVED DISTRIBUTOR MEMORANDUM OF UNDERSTANDING

Oxnard Union High School District is a Member District of the Super Co-Op, A California USDA Foods Cooperative. Successful vendors under this Proposal must complete a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co Op Member Districts in the State of California. The vendor agrees to fulfill all provisions of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities. Vendor agrees to report sales of USDA Foods end products on behalf of the processor on a daily basis to the manufacturer's reporting agency (i.e. Processor Link, K-12 Foodservice, etc.). Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Vendor is responsible for all costs for transmitting daily sales updates. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end products.

35. WARRANTY OF QUALITY:

The Vendor, manufacturer, or its assigned agent shall guarantee the food products against all defects, including but not limited to:

- (a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.
- (b) All products delivered shall be delivered in fresh form, with adequate shelf life, no less than one month from the date of delivery.
- (c) The District reserves the right to immediately discontinue service of any or all portions of any Contract resulting from this RFP for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet Contract specifications or wholesomeness standards, and to hold the Contractor in default.

36. INSPECTION OF FACILITIES – EVALUATION:

The District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If the District determines after such inspection that the Bidder 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.

37. FOOD DEFENSE:

Proposer's distribution facility must be registered with the Food and Drug Administration and meet the requirements of the Food Safety Modernization Act (FSMA). For further information visit the FDA's official site at

<http://www.fda.gov/Food/GuidanceRegulation/FSMA/default.htm>. Failure to register prior to the close of the Proposal may result in the Proposer's disqualification for Contract award.

38. SAFETY AND SANITATION:

Food Services staff will only accept and receive product that meets all food safety and sanitation requirements, therefore Food 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.

39. 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 Nutrition Services Department at the District with all pertinent information regarding the recall and retrieve the item(s) in question.

40. CREDIT MEMOS:

The Vendor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Nutrition Services Accounting Department within 10 days.

41. 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.

42. TERMINATION OF CONTRACT WITHOUT CAUSE:

The District may terminate the Contract at any time by giving the Vendor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Vendor shall be entitled to no further compensation or payment of any type from the District.

43. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:

The District may withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover defective items not remedied or a failure to deliver requested items, and the District may apply such withheld amount or amounts to the payment of such claims in its discretion.

44. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS OR USDA FOOD PRODUCTS:

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

45. MULTI-YEAR EXTENSIONS:

Subject to the provisions of pricing-terms of Contract, and pursuant to Education Code Sections 17596 and 81644, this Proposal may be extended (by mutual consent expressed in writing) for two (2) additional fiscal school years.

The extension may be granted on a year-by-year basis provided that the following conditions are met:

- A. District has deemed the products and services of the Vendor satisfactory.
- B. The Vendor has submitted a list of the price increases for the next fiscal year (July 1 to June 30) by the last business day in April. Price increase must be in accordance with the Los Angeles County Consumer Price Index for the current year but not to exceed a maximum increase of five percent (5%) per Contract term.

46. PROPOSAL FORM DIRECTIONS:

- a. Proposer must use the Proposal Worksheet template provided on the accompanying Proposal documents.
- b. The Proposal Worksheet must accompany the completed formal Proposal.
- c. Proposer must complete all requested information within the RFP document.
- d. Proposer must submit all pricing pages, even those without responses.
- e. The Districts reserve the right to purchase additional units, at various quantities, under the terms and conditions provided in this RFP.
- f. The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.
- g. The District reserves the right to reject proposals with multiple items per line item. Proposers submitting Proposals with more than one item per line item may be rejected on grounds of non-responsiveness.

47. PROTESTS PROCEDURES:

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

- a) Only a bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a protest. A Bidder may not rely on the bid protest submitted by another Bidder.
- b) A bid protest must contain a complete statement of any and all basis 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.
 - (1) The protest must include the name, address, telephone number and email address of the person representing the protesting party.
 - (2) 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.
 - (3) 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 a 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.

48. GENERAL INSTRUCTIONS:

Proposals are requested for furnishing the District with Commodity Processed, Commercial Equivalents, Frozen, Refrigerated, Dry, Produce, and Bread Products for the period of July 1, 2025 through June 30, 2026. The District reserves the right to determine purchase amount based on the District's operational need. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after Proposals are opened. The signatures of all persons shall be in longhand and in ink. Bidders shall fully inform themselves as to all existing conditions and limitations of the RFP documents, including all addenda. No allowance will be made because of lack of such examination, inquiry, or knowledge. All Proposals shall be submitted electronically stating in the subject line, the RFP number and RFP title. It is the sole responsibility of the Bidders to see that their Proposal is received on time. Any Proposals received after the scheduled closing time for receipt of proposals will not be viewed and will not be accepted. No oral or telephonic modification of any proposal submitted will be considered or accepted.

49. LIMITATIONS:

The District shall not be obligated to accept the lowest priced Proposal, but will be evaluating Proposals with the intent of awarding to one or more responsible vendors. The District reserves the right in its sole and absolute discretion to accept Proposals, or any part of Proposals, as deemed necessary for the best interest of the District. The District may take into account the performance of the Bidder with respect to any recent contract(s) with other school districts. The District, however, reserves the right to reject one or all Proposals, to waive any informality in the Proposals, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever Proposal is deemed to be the Proposal meeting all the criteria specified in the Proposal and is in the best interest of the District. This RFP is not an offer by the District to contract with any party responding to this RFP. The District makes no guarantee that participation in the RFP process will lead to an award of a Contract, or any consideration whatsoever. The District shall, in no event, be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the services Contract, if at all, is at the sole discretion of the District.

50. PROVISION BUY AMERICAN:

This Certification is required for all items domestically grown and processed in the United States which exceeds fifty-one (51%) domestic end product. Proposer is to provide certification for all products derived from domestic products to include Fruit, Vegetables, Grains, Legumes, and Oil-based products. Failure to certify such items may disqualify award of such line item. Please list on spreadsheet, on the line items Proposer Bid for items for which the nutrition label includes Domestic product 51%. Please also include the country of origin and country processed if product is forty-nine percent (49%) or less processed in America. Federal regulations require that to the maximum extent possible, only domestic products are to be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. Manufactured end products must be manufactured in the United States. Any product processed must contain over fifty percent (50%) of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Nutrition labels should include the country of origin for both domestic and imported food products. The District requires that suppliers certify the food product was processed in the U.S. and certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to it pursuant to such laws. Upon submission of Proposal, Bidder will be required to provide certification of the origin of food products. **IF REQUESTED please indicate % American content for each food component submitted on the Proposal Worksheets, and list the country of origin in the section provided. In addition, Proposer may be required to provide or fill out an additional certification paper for each awarded domestic line item stating the following: "We require bidders to certify that [insert product name] was processed in the U.S. and contains over [insert % of weight or volume] of its agricultural food component from the U.S."**

- ☐ The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or

- ☐ Competitive bids reveal the costs of a United States product are significantly higher than the non-domestic product by 10% or more.

This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon offer to award, failure to certify any such line items may disqualify award of such line item.

Assembly Bill 778 (Statutes 2022): This law (effective January 1, 2023) adds LEAs to the FAC, Section 58595(c), which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

Farm Animal Confinement (Prop 12): Effective September 1, 2022, the California Department of Food and Agriculture (CDFA), Animal Health and Food Safety Services, adopted Title 3, California Code of Regulations (3 CCR), sections 1320-1326, which are related to Proposition 12 (2018), the Farm Animal Confinement Initiative. Proposition 12 amended *Health and Safety Code* to require that veal calves, breeding pigs, and egg laying hens be housed in confinement systems that comply with specific minimum standards for freedom of movement, cage-free designation, and minimum floor space.

When federal meal and state reimbursement funds are used, whether directly by a school food authority or on their behalf, CNP Operators must ensure all procurement transactions (excluding USDA foods) for food purchases are compliant with Proposition 12, this includes verifying compliance when monitoring contracts. Implementation should be achieved by including Proposition 12 in the following:

- Procurement procedures
- State agency prototypes documents
- Procurement solicitations
- Bid specifications

51. RESTRICTIONS ON LOBBYING AND CONTACT:

From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the Contract, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process, and/or the award of the Contract with any member of the District, Board of Trustees, selection members, other than the named contacts herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

52. EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS:

Order N-6-22 (the “EO”) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the District determine Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for grounds for disqualification of the entity submitting a response or termination of any Contract awarded. The District shall provide Vendor advance written notice of such termination, allowing Vendor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the District.

53. RAW/PROCESSED POULTRY PROHIBITION:

SP 11 CACFP 10 SFSP 06-2021: Consolidated Appropriations Act, 2021: Effect on child Nutrition Programs- Prohibits all purchases of raw or processed poultry imported from the Peoples Republic of China (no exceptions). In Section 764, of Division A of the Appropriations Act, Congress provides that funds made available by the Appropriations Act cannot be used to procure raw or processed poultry products imported into the United States from the People's Republic of China for use in the child nutrition programs. Child nutrition program operators that program funds may not be used to procure raw or processed poultry products from the People's Republic of China. Vendors shall comply with applicable law.

54. SB 490 GUIDELINES:

In adherence of SB 490, only the purchase of agricultural food products grown, packed, or processed domestically is authorized unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than twenty-five percent (25%) lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An "Agricultural food product" means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

55. FUEL SURCHARGES:

Absolutely no fuel surcharges will be accepted under this RFP and the addition of such charges shall not be permitted during the period of the term of this Contract. Vendors shall comply with applicable law.

56. MODIFICATIONS TO THE CONTRACTED LIST:

During the term(s) of a Contract awarded under this RFP, additional purchases not included in this solicitation list and resulting awarded Contract may become necessary and benefit the District. Both parties agree that the aggregate value of added purchases during each year of the Contract, if renewable, shall not exceed ten percent (10%) of the estimated total value of the Contract. The total value of the Contract must be agreed upon and the dollar value listed in every Contract and Contract renewal through a Contract amendment, and the total Contract value adjusted accordingly. For each Contract renewal, the total actual value of the Contract in the preceding year and the additions made during the Contract term will be the basis for determining the maximum dollar amount not to exceed ten percent (10%) of additional goods that will be allowed during the next Contract renewal year.

There may be occasions when the District needs to purchase goods not included in the existing Contract. Such purchases will be made by the District using applicable procurement methods such as micro purchases, small purchase procedures, sealed bids, or competitive proposals depending on the value of the purchase. If it is determined that the purchases are needed on an ongoing basis, they may be added to the Contract through an addendum at the renewal of the Contract. This will be the first and only method of purchases during the contracted year exercised by the District. Upon a renewal, then the above ten percent (10%) option will be exercised.

Note: 2CFR § 200.320(c) will be activated for the following instances:

There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source;

- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

57. VEHICLE DELIVERY CONDITIONS:

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection. Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. Frozen food items must be delivered frozen solid without any signs of being thawed and refrozen. Dairy products and refrigerated processed foods must be delivered at an internal temperature of 40°F or lower. Additionally, products must be delivered free of infestation including, but not limited to, larvae and rodent droppings. Any product that fails to be delivered within these parameters will be rejected.

58. PRODUCT QUALITY CONTROL:

The District reserve the right to discontinue service of all or any portion of any Contract resulting from this RFP 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 Distributor's plant is located or by the applicable federal standards, whichever is higher. Distributor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Distributor shall ensure that all products received under this Contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Los Angeles or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher. Distributor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. Products received shall not have a shelf life or expiration date less than one month from the date of delivery. Distributor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. In the event of product contamination issue, Distributor shall provide trace back capabilities for all products to the point of origin. **Evidence of such procedures should be submitted with Proposal (HACCP Plan, Food Security and Safety Program and Pest Control Policy)**

59. HEALTH INSPECTION:

The Distributor must include a copy of the most recent Environmental Health Official Inspection Report of all operating facilities with the bid package.

60. INFERIOR PRODUCT:

The Distributor agrees to permit inspection of the delivered items by a representative of the District with the right of rejection of inferior or otherwise unacceptable merchandise. The decision of the District shall be final.

61. PACKAGING:

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

62. NUTRITIONAL INFORMATION AND LABELING:

In order to accommodate the computerized menu system utilized by the District, the successful Distributor shall be required to provide a complete and current nutrient analysis and ingredient statement of awarded products, as requested by the District. The nutrient information may be obtained from an independent laboratory and/or the manufacturer, and must meet food labeling requirements under the Federal Food, Drug and Cosmetic Act and its amendments. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).
<https://www.fda.gov/food/food-labeling-nutrition>

63. PROCESSED FOODS SHALL NOT CONTAIN ANY ARTIFICIAL TRANS FAT:

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. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Distributor shall notify the District whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statements and nutritional information shall be provided to the District's Nutrition Services Department within 10 days.

64. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS:

Any and all products delivered during the period covered by this Proposal shall be only the exact manufacturer's products and code numbers as requested by the District unless prior written approval has been received to deliver alternate products. The District will not allow substitutions without prior written approval. No product will be represented as being in conformance with the specification when such is not the case. If the desired product is absolutely not available for any reason, the District shall be notified at least ten (10) days in advance. The District shall be given options of a product that is of the same or higher quality at the same cost. Authorization of a substitute product shall be at the sole discretion of the District. When substitutions do occur, Distributor shall adjust ordering quantity to meet original orders and provide nutritional statements and ingredient listings of the replacement product. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, and the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within sixty (60) days of written request by the District.

65. DELIVERIES:

The successful Distributor will make delivery time options available for each site within the District to approve. 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. Once a mutually agreed upon delivery schedule is established between the Distributor and the District, timely delivery of all orders is expected. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is so refused. Also, delivery to that site must be rescheduled immediately, to ensure no disruption to service. If, at any time, a delivery cannot be made, the Distributor must notify the school/site to negotiate an alternate delivery time or day. The District may assess a cost to the Distributor if overtime and or additional costs are incurred in relation to accepting a needed delivery that falls outside of previously established delivery times. The District may refuse unscheduled deliveries at the Distributor's expense. Frequent occurrences of late or missed deliveries may result in cancellation of the Contract. The Distributor must guarantee a ninety-five percent (95%) fill rate for the District orders. For any District order, if the Distributor is unable to perform under the terms of the Contract, or if it fails to deliver any items ordered within the prescribed timelines, the District reserves the right to cancel any order(s) or purchase the item(s) on the open market, and to request and receive payment from the Distributor for the difference between the contract price and the price the District pays on the open market.

66. ACCOUNTING:

Invoices will be furnished in triplicate and include delivery site, product name, quantity, unit size, and unit price. The original copy is to be kept by the Distributor. The original invoice must be signed by the individual receiving the product and two copies are to be left for the food service lead or designee. An invoice signed by the food service lead or designee is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase. The payment terms of this Contract shall be "Net 45 days" unless otherwise indicated below. All invoices are due and payable within forty-five (45) days from the "invoice date" or date of delivery.

67. RIGHT TO AUDIT:

The Distributor shall submit to any third-party audits and/or inspections initiated by the District during the term of the Contract and for one year following the end of the Contract and any subsequent renewals. Audits and/or inspections will serve to ensure compliance with Contract terms, food safety guidelines, pricing, and billing. Distributors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the Contract period.

68. SAFETY AND SECURITY:

The Distributor shall comply with all Districts' security regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code). Distributor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affected District.

69. ADDITIONAL REQUIREMENTS:

If applicable, the Distributor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities. The Distributor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 10-day lead time. The Distributor must stock "fee for service" and "modified fee for service" processed commodities and be prepared to deliver those processed commodities with a 10-day lead time to coincide with the 10-day lead time for non-commodity products. The Distributor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers. The Distributor must offer an active website to allow on-line ordering and reporting. The District must have access to sales reports, commodity balances, and commodity reports via on-line.

70. NON-DISCRIMINATION:

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, medical condition, or other protected classes. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 USC and 12101 et. Seq.

71. RIGHT TO INVENTIONS:

The District retains any rights for product specifications that may be developed by the District and used by the Vendor in execution of this Contract according to 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

72. PIGGYBACK CLAUSE/OTHER DISTRICTS:

For the term of this contract and any mutually agreed upon 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.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. **PROPOSAL FORMAT AND REQUIRED INFORMATION:** Bidders responding to this RFP must follow the format in the section Required RFP Documents. Bidder must submit an electronic copy of their Proposal. Proposals should be properly and legibly filled out, include responses to all questions, and are to be verified before submission, as they cannot be corrected after proposals are opened. The District requires that the “Proposal Worksheets” Exhibits A and A-1 Excel documents be completed and submitted as part of the proposal packet. If Bidder responding to this RFP fails to provide any of the required RFP documents and electronic files, the submission may be deemed non-responsive. Bidders shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole responsibility of the Bidder to see that their Proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will not be viewed or accepted. No oral or telephonic modification of any proposal submitted will be considered. Bidder may include a link to your company’s web site to reference supplemental or additional information.
 - a. Each proposal must have an original signature in ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Failure to sign properly may result in rejection of the Proposal. Obligations assumed by such signature must be fulfilled.
 - b. Corrections made of entries on the Proposal must be initialed in ink by the same person who signs the form for the Bidder. No corrections can be made after the time stated for receiving Proposals.
 - c. Proposals are to be verified before submission, as they cannot be corrected after proposals are opened. All proposals shall be submitted electronically via email to Deanna.Rantz@oxnardunion.org, and the name and RFP number must be noted in the email subject line. It is the sole responsibility of the Proposer to see that his/her Proposal is received in proper time.
 - d. Proposers shall fully answer each question on the Proposal Worksheet and Vendor Questionnaire of this request for proposals. A Proposal may be deemed non-responsive if a Proposer fails to answer every question on the above-mentioned documents.
2. **AWARD:** The District reserves the right to reject any and all Proposals without explanation or recourse and to negotiate with the Bidders submitting Proposals. The District further reserves the right to contract the 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 interest of the District may require. A Proposal submitted in response to this RFP will be administered in the following manner:
 - a. After the opening of Proposals, an RFP review committee (“Committee”) consisting of representatives of the District will score the Proposals based on the evaluation criteria. If interviews are deemed necessary to be conducted, no more than the top four (4) responsive Bidders shall be invited for an interview;
 - b. The Committee may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional information and/or

evidence of qualifications to perform the services described in the RFP. The Committee shall have the right to inspect the distribution facility or facilities and equipment to be utilized by the interviewed Bidder.

- c. The Committee will make a recommendation to the District.
- d. The Committee as a whole will be the sole judge of merit and not necessarily accept the lowest price offered. The award will be formally made by the Oxnard Union High School District Board of Trustees at a regularly scheduled Board meeting.
- e. RFP responses may be posted on the District website after all awarding processes are completed.

GENERAL CONDITIONS

1. RESPONSIBILITY OF SUPPLIES AND MATERIALS:

Vendor assumes complete liability of delivered food items until the District takes delivery, acceptance, and has signed for the product. At that time the liability is transferred to the District. Until that point has been reached the Vendor assumes complete liability financially and otherwise for said items. Vendor must have monthly end product sales reporting capabilities with adequate frequency. Vendor must have in place a Value Pass Through (VPT) system with assurance that crediting will be in accordance with 7 CFR 250.36. Please refer to 7 CRF 250.31 if further information is needed.

2. SPECIFICATION VARIANCE:

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

3. ASSIGNMENT:

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

4. DEFAULT:

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

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 CLAUSE:

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

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

- (a) Any injury to person or property sustained by the Supplier or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and
- (b) Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Supplier or any other person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Supplier at his

own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

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

6. AWARD OF CONTRACT:

The District reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for sixty (60) calendar days after the proposal opening date.

The District reserves the right to reject any or all proposals, in whole or in part, and to be the sole judge of the merits and qualifications of all proposals and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.

It is the intention of the District to select the items to be purchased on an item-by-item basis wherever practical. However, the District reserves the right to combine items of like design and/or type to maintain uniformity.

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

7. PLACEMENT OF ORDERS & LEAD TIME:

Orders shall be issued directly to the Vendor by the District, commencing from proposal award through the anticipated contract term of July 1, 2025 through June 30, 2025. The District will place their own orders. Ordering and lead time procedures will be mutually agreed upon between Bidder and the District, but not to exceed ten (10) days. The Supplier shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders up to 2 days prior to the delivery date. The online ordering system shall clearly indicate if any items ordered are not available in stock for delivery.

8. ORDER LIABILITY:

Any costs incurred by an order issued against this Contract shall be the sole responsibility of the participating District placing the order.

9. DISCOUNTS:

The Vendor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the Districts' applicable nutrition departments for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.

10. 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.

11. 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 OUHSD 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 \$2,000,000 per occurrence and \$4,000,000 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. Insurance certificate must name Oxnard Union High School District as additional insured.
4. An endorsement must be issued by the successful Proposer's insurance carrier amending the Proposer's policy and naming the Oxnard Union High School District as an additionally insured party. The endorsement must be on ISO Form CG 20 1185 or equivalent.

12. CAL-OSHA:

The Vendor certifies by delivery that all items furnished under this Contract meet or exceed applicable CAL-OSHA requirements.

13. DEFAULT:

The District may, by written notice of default to the Vendor, terminate the whole or any part of their order under this Contract if:

- A. The Vendor fails to make delivery within the time specified herein.

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the Vendor's cost. Vendor shall arrange for pick up within 5 days after written notification by the District. Vendor shall be responsible for cost of replacement if the District deems it necessary to procure suitable substitute items from supplier other than original Vendor. The District may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful Vendor fails or neglects to furnish or deliver any equipment, products, materials, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this Proposal document in its entirety, the District reserve the right to purchase the items herein specified from another source, after providing the Vendor with a three (3) calendar day – (72 hours), or mutually agreed upon cure period. All additional costs or expenses incurred by reason of the failure of the successful Vendor, as above stated, shall be paid by such Vendor and his sureties, if any. The price paid by the District shall be considered the prevailing market price at the time such purchase is made. In the event that the Districts terminates their orders in whole or in part, they may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the District for any additional costs for such similar supplies or services.

14. DETERMINATION OF APPLICABILITY OF EMPLOYEE FINGERPRINT REQUIREMENTS OF CONTRACTORS AND INDEPENDENT CONTRACT CONSULTANTS:

Pursuant to Education Code Section 45125.1, it is necessary for the District to determine whether a contractor of independent contract consultant must have its employees fingerprinted and screened for criminal records. Except for emergency or exceptional situations, California Education Code Section 45125.1 requires entities contracting with local educational agencies "ensure that any employee who interacts with pupils, outside of the immediate

supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Section 44237."

The District has made an initial determination that the timing, location, and frequency of the delivery requirements to meet the terms of this Contract are such that Supplier employees will not have access to pupils outside of the immediate supervision and control of parents, guardians, or District employees.

By accepting the award of this RFP, the successful Supplier agrees to the terms outlined herein and will take such action as is necessary to ensure the Supplier employee(s) have no unsupervised contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the Contract.

In all cases, the site, program, project administrator SHALL take appropriate steps to protect the safety of any pupils that may come in contact with these individuals.

The District has made an initial determination that the infrequent delivery requirements of short duration to meet the terms of this Contract are such that Supplier access to pupils will be limited and unnecessary. Accordingly, employee finger printing and background check for criminal records will be at the discretion of the District unless and until such time as an incident involving Supplier employee(s) making deliveries to the District sites have been cleared by the California Department of Justice regarding background check.

By accepting the award of this Contract, the successful Supplier agrees to the terms outlined herein and will take such action as is necessary to insure the Supplier employee(s) have no direct contact with students at the delivery sites. Failure to comply with this requirement will be satisfactory cause for cancellation of the Contract.

15. EXCUSE FOR NONPERFORMANCE – FORCE MAJEURE CLAUSE:

The Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

16. PREVAILING LAW:

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

17. ENERGY POLICY AND CONSERVATION ACT:

Vendor shall comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the law.

18. INDEPENDENT CONTRACTORS:

While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of the District.

19. ASSIGNMENT OF THE CONTRACT:

No Contract awarded under this Proposal shall be assigned without the prior written approval of the District.

20. LIABILITY/COPYRIGHT:

The Bidder shall hold the District, their officers, agents, servants, and employees harmless from liability or any nature of kind whatsoever on account of use by the publisher or author, manufacturer, or agent, or any copyrighted composition, secret process, patented or unpatented invention, or appliance furnished or used under this Contract.

21. DELIVERY INSTRUCTIONS:

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

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

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

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

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

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

The Supplier'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 Supplier's vehicles to verify any issues related to the delivery. Complete invoices must be provided at the time of delivery. Invoices must be reviewed and signed by the cafeteria manager or designee.

22. DELIVERY FREQUENCY:

All prices shall be quoted FOB destination. Destination shall be the District placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight, or the packing of said articles is to be borne by the Vendor.

23. INVOICING AND BILLING PERIOD:

Unless otherwise specified, Supplier shall render invoices for materials delivered under the contract, to the address and department as stated on the District Fact Sheet. Invoices shall be submitted immediately upon delivery of items to the district.

All invoices shall include the following information:

1. District purchase order number
2. Supplier's name, address, and telephone number
3. Supplier's invoice number and date
4. Designated line for District signature
5. Delivery address
6. Date of delivery
7. Product description for each item ordered

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

Failure to enter the above information on the invoice may cause delay in payment. Payment will be made on partial deliveries accepted by the District. If requested by the District, invoice should show delivery fee as a separate cost item on all invoices.

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

24. TERM OF CONTRACT:

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

25. QUANTITIES:

Quantities shown are estimated usages of the District for the proposal period. The District reserve the right to purchase more or less of the units specified. The District will order in quantities best suited to their needs and storage facilities. Proposal prices shall be firm for the District and shall not increase or include shipping or any additional handling fees for the District ordering in small quantities.

26. PURCHASES OUT OF CONTRACT:

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

27. NON-TRANSFERABLE RESPONSIBILITIES:

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

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

28. 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.

29. REPORTS:

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

30. CERTIFICATIONS: The Proposer must complete and submit with the Proposal, the following certifications:

a. Civil Rights

The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

b. Environmental Protections

The Vendor shall comply with all applicable standards, orders, or regulations issued, including:

- Section 306 of Clean Air Act (42 U.S.C. 1847[h]): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
- Section 508 of the Clean Water Act (33 U.S.C. 1368): <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
- Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
- Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl).

Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the Vendor agrees not to use a facility listed on the EPA's List of Violating Facilities.

c. Debarment Certification

The USDA Certification Regarding Debarment must accompany this Proposal and each subsequent additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted.

d. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany this Proposal and each additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted.

e. Energy Policy and Conservation Act

<http://legcounsel.house.gov/Comps/EPCA.pdf>.

the Vendor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

f. Contract Work Hours and Safety Standards Act Compliance

<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>. In performance of this Contract, the Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

g. Iran Contracting Act Certification

h. Drug Free Workplace Certification

i. Alcoholic Beverages and Tobacco Free Workplace Certification

j. Worker Compensation Certification

k. Clean Air and Water Certification

l. Fingerprint Clearance Certification

m. China Prohibition Certification

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE PROPOSALS

PROPOSAL EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by an RFP review committee of the District. Each proposal will be scored on a scale of 1 to 110 points.

1. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** (5 points) The District encourages minority, women and disabled veteran owned business enterprises to participate in the Oxnard Union High School District RFP based upon their capacity to perform and be successful. (Satisfactory proof must be provided to obtain these points).
2. **CUSTOMER SERVICE AND REFERENCES:** (25 points) Bidders should demonstrate their ability to promptly respond to request for information, to resolve complaints and issues, and to provide timely and accurate delivery. Bidder's customer service staff should be easily accessible for inquiries or issues. Bidder should be able to provide marketing strategies to assist the District in promoting school meal programs.
3. **EXPERIENCE AND COMPETENCE:** (20 points) Bidders should be able to provide state-of-the-art technology in order to provide services including data collection, customized reports, trend analysis, information sharing, real-time reporting, and complete traceability of product. Bidder should demonstrate substantial and recent experience in providing the products to California public schools. Bidder should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.
4. **SUSTAINABILITY:** (20 points) Bidders should have an integrated operation including evidences that the proposing firm will continue to operate successfully throughout the term of any Contract it accepts. Bidder should have a robust level of financial capability sufficient to handle contracts as large as any Contract is likely to be and on a multi-year basis. Bidder should show evidence of an integrated system to ensure food-safety and social responsibility, for example, to provide economic opportunity for Ventura County/Santa Barbara County/San Luis Obispo County/Los Angeles County residents and businesses and stimulate economic development in the local area.
5. **COST:** (40 points) Bidders should complete the Proposal Worksheets Exhibits A and A-1 thoroughly and in a manner to ensure transparency of the elements of the cost structure so that it can be easily understood, explained, and audited.

(Proposals must reach a minimum of 60 points before being eligible to move to the cost portion of the Score Card)

Each Proposal will be evaluated based on criteria and priorities defined by the District with specific attention to those features, functional, and technical aspects noted for each section. The District's evaluation panel will award a Contract based on the Bidder submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. Bidders are advised that award may be made without interviews or further discussion. If presentations/interviews are needed, Bidders will receive notification to interview with evaluation panel.

1. **GEOGRAPHIC PREFERENCES:** Oxnard Union High School District may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by the District in a Child Nutrition Program. *See 2 C.F.R. § 200.319.*

2. **CONFLICT OF INTEREST:** No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). Oxnard Union High School District, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Contractors or parties to subcontracts. Oxnard Union High School District maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
3. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:** Any Contract resulting from this RFP is non-exclusive. Oxnard Union High School District reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Bidder or to multiple Bidders.
4. **DISQUALIFICATION:** Bidder's may be disqualified before or after the District opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Bidder's response may also result in disqualification.
5. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):** The District, in an effort to encourage minority, women, and disabled veteran owned businesses enterprises to participate and submit Proposals based upon their capacity to perform and be successful, may award this Project to more than one Vendor if it is in the best interest of the District to do so. MWDVBE must submit documentation of qualification as outlined in Public Contract Code (PCC) Division 2., Part 1., Chapter 2., **Responsive Bidders**.
6. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Bidders(s) whose Proposal(s) is/are determined to be the Best Value to the District.
7. **FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to contract with the Oxnard Union High School District to provide the goods and/or perform the services specified in this RFP, thus eliminating the need for the formal signing of a separate contract. An RFP does not become a contract unless and until it is accepted by the Oxnard Union High School District after approval of award by the Oxnard Union High School District Board of Trustees. **No Vendor shall obtain any interests or rights in any award until the individual participating the District issues a Purchase Order in the name of the Vendor(s).** Oxnard Union High School District does not sign Vendor contract forms. In the event that Oxnard Union High School District awards a Project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the Project to an alternate Vendor.



DISTRICT FACT SHEET & CONTACT INFORMATION

DELIVERIES: Monday -Friday only, Between 6:00am – 1:30pm

Adolfo Camarillo High School

4660 Mission Oaks Blvd. Camarillo, CA 93012

Cafeteria Manager: Lorena Guzman

Email: lorena.guzman@oxnardunion.org

(805)278-3154

Channel Islands High School

1400 Raiders Way

Oxnard, CA 93030

Cafeteria Manager: Hilda Chavez

Email: hilda.chavez@oxnardunion.org

(805) 385-2772

Del Sol High School

1975 Camino Del Sol

Oxnard, CA 93030

Cafeteria Manager: Rosalia Ruiz

Email: rosalia.ruiz@oxnardunion.org

(805)389-7321

Hueneme High School

500 Bard Road

Oxnard, CA 93033

Cafeteria Manager: Aurea Vea

Email: aurea.vea@oxnardunion.org

(805)385-2665

Oxnard High School

3400 West Gonzales Road

Oxnard, CA 93030

Cafeteria Manager: Darlene Hooks

Email: darlene.hooks@oxnardunion.org

(805) 278-3205

Pacifica High School

600 East Gonzales Road

Oxnard, CA 93030

Cafeteria Manager: Lizabet Munguia

Email: lizabet.munguia@oxnardunion.org

(805) 394-4757

Rio Mesa High School

545 Central Avenue

Oxnard, CA 93030

Cafeteria Manager: Angeles Guzman

Email: angeles.guzman@oxnardunion.org

(805) 278-5545

Rancho Campana High School

4235 Mar Vista Drive

Camarillo, CA 93010

Cafeteria Manager: Delia Chavez

Email: delia.chavez@oxnardunion.org

(805) 389-6400

ACE (dairy delivery only)

570 Airport Way

Camarillo, CA 93010

Cafeteria Manager: Delia Chavez

Email: delia.chavez@oxnardunion.org

(805) 389-6400

Anacapa Adult Transition (no deliveries)

1701 Gary Dr

Oxnard CA 93033

Cafeteria Manager: Hilda Chavez

Email: hilda.chavez@oxnardunion.org

(805) 385-2772

CAPE (dairy delivery only)

777 Aileen Street

Camarillo, CA 93010

Cafeteria Manager: Delia Chavez

Email: delia.chavez@oxnardunion.org

(805) 389-6400

Frontier High School (dairy delivery only)

545 Airport Way

Camarillo, CA 93010

Cafeteria Manager: Delia Chavez

Email: delia.chavez@oxnardunion.org

(805) 389-6400

Oxnard Middle College HS (no deliveries)

4000 S. Rose Ave

Oxnard CA 93033

Cafeteria Manager: Hilda Chavez

Email: hilda.chavez@oxnardunion.org

(805) 385-2772

District Office

Nutrition Services Department

1800 Solar Drive

Oxnard, CA 93030

Director Nutrition Services: Alyssa Burgers

Email: alyssa.burgers@oxnardunion.org

Assistant Director Nutrition Services:

Nutrition Services Aide: Martha Morales Garcia

Email: martha.moralesgarcia@oxnardunion.org

(805)385-2764

Nutrition Services Catering Lead: Silvia Gonzalez

Email: silvia.gonzalez@oxnardunion.org

(805) 385-5782

VENDOR QUESTIONNAIRE-
DISTRIBUTION (Commodity Processed, Commercial Equivalents, Frozen, Refrigerated, Dry)

Please complete this questionnaire and submit with your Proposal. Attach additional sheets if needed.
(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

YES ____ NO ____ (B)

2. Please fully explain your procedure for calculating the delivery price per case to the District. (A)

3. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for the District. (B)

See attached

4. How do you plan to work with the District to set up a delivery schedule? (B)

5. How many deliveries per week will you provide? (B)

6. How many delivery trucks do you have? How many have lift gates? (B)

7. What is your procedure for notifying the District of shortages and/or substitutions? (B)

8. What is your procedure for notifying the District of a product recall? (B)

9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last twenty-four (24) months? If so, please explain. (C)

10. Has your firm resigned or been replaced at the will of a school district(s) during the school year within the last twenty-four (24) months? If so, explain. (D)

11. What is the lead time you require for orders that ensures a ninety-five percent (95%) fill rate? (B)
12. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
13. How will emergency deliveries (deliveries not on a schedule date) be handled? (B)
14. How late can add-ons be added to next day deliveries? Is there a limit on the number of cases that can be added? (B)
15. Please describe the reports that you make available to your customers (i.e. monthly usage, date analysis, business intelligence, etc.) How are customers able to access reports? (C)
16. Describe your USDA Foods tracking abilities in detail. (C)
17. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)
18. What is your procedure to bring in new products for the District? (C)
19. Do you offer a percentage discount for early payment? If yes, please state terms for the discounts. (A)
20. What Value Pass Through methods do you utilize? Rebate, Fee for Service, Modified Fee for Service, Net Off Invoice, other. Please explain. (A)
21. How many years has your company been in the K-12 public school districts food service business? How would you describe your company's financial stability? Please provide supporting documentation. (D)



22. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?
YES _____ NO _____ (B)
23. Can you accommodate if lift gates are needed for deliveries? YES _____ NO _____ (B)
24. Has your firm provided economic opportunity for the counties of Ventura/Santa Barbara/San Luis Obispo residents and businesses? If so, please explain. (D)
25. Price per case for pick up by the District, other commercial distributor, or food processor at Distributor's facility: \$ _____ (A)
26. List any and all additional charges and/or discounts (put N/A if none): (A) _____
27. Outline any discount terms or payment options available: (B)
28. Do you have an online system for ordering and tracking USDA Foods? Please explain in detail and be prepared to demonstrate. (B)
29. Explain your company's experience handling USDA foods "Brown Box." (B)
30. What is the price per unit per month for extended storage? (Fees for extended storage shall be in addition to the per case fees quoted in items 1, 2, and 3). NOTE: please include the unit (case or pound) for the quotation. If storage price is quoted per case, the cost will be evaluated at 40 pounds per case. (A)
Frozen \$ _____ Refrigerated \$ _____ Dry \$ _____

Firm Title Contracts & Bids Manager Signature Jennie Calzada de Anda
Phone#: 805-575-1850 Name (Printed) Jennie Calzada de Anda
Fax#: please email E-Mail address Jennie.Calzada@sysco.com

VENDOR QUESTIONNAIRE

DISTRIBUTION (Commodity Processed, Commercial Equivalents, Frozen, Refrigerated, Dry)

Please complete this questionnaire and submit with your Proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Is your storage facility approved by the California Department of Education Food Distribution Division to receive, store, handle, and distribute Processed USDA Foods?

YES x NO (B)

2. Please fully explain your procedure for calculating the delivery price per case to the District. (A)

Sysco Ventura applied a margin to our landed cost less any discounts offered by Manufacturers for this specific RFP.

3. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for the District. (B)

Yes, Sysco has been fortunate enough to have serviced the Oxnard Union High School District with Commercial and Commodity Food Service Distribution for a number of years now.

4. How do you plan to work with the District to set up a delivery schedule? (B)

As mentioned in question 3, Sysco Ventura, Inc. is currently servicing the OUHSD. If OUHSD would like to make any changes to the delivery schedule, our Transportation Team and dedicated Sysco Representative will work with the district to determine the specific delivery needs of the sites.

5. How many deliveries per week will you provide? (B)

Sysco is currently making 2 deliveries per week to OUHSD sites. If OUHSD would like to make any changes to the delivery schedule, our Transportation Team and dedicated Sysco Representative will work with the district to determine the specific delivery needs of the sites.

6. How many delivery trucks do you have? How many have lift gates? (B)

Sysco Ventura has a fleet of 91+ tractor/trailers.

7. What is your procedure for notifying the District of shortages and/or substitutions? (B)

If a shortage occurs or we are notified of product unavailability, the Sysco Account Representative will notify the district by phone and/or email. Suitable substitutions will be presented to the District for approval and we will not ship any items unless the District approves.

8. What is your procedure for notifying the District of a product recall? (B)

We have a dedicated Recall Team. We notify District personnel impacted by a recall within hours of the recall announcement. If someone at the district is not reached by phone, a fax is also sent with all pertaining information and a signed receipt is required in order to ensure the district has received this important information. All notifications will include the following information: Affected Lot Numbers, Delivery Date/Received Date, Sites Affected, Number of Cases Received by Site, Instructions on How to Proceed with Affected Product. Credits are handled internally by the Sysco Recall Team.

9. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last twenty-four (24) months? If so, please explain. (C)

No.

10. Has your firm resigned or been replaced at the will of a school district(s) during the school year within the last twenty-four (24) months? If so, explain. (D)

No.

11. What is the lead time you require for orders that ensures a ninety-five percent (95%) fill rate? (B)

For forecasted items, the lead time is only 24 hours and orders may be placed online. Future Orders submitted at least 4 weeks in advance are encouraged to achieve a 100% Fill Rate.

12. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)

Sysco Ventura's Company-wide Current Fill Rate is . This rate is calculated by dividing the total number of cases ordered by total number of cases shipped during a weekly, monthly, yearly period. The Merchandising Team works closely with the Sales Team to make sure we have the right amounts of the right products. Additionally, OUHSD's Sysco Representative will work with the Districts to provide forecasting to the Merchandising Team so we can have the products OUHSD needs, when the district needs them.

13. How will emergency deliveries (deliveries not on a schedule date) be handled? (B)

Emergency deliveries are handled on a case-by-case basis. If an emergency delivery is needed, the District would contact their dedicated Sysco Representative to do everything we can to coordinate and accommodate the District's needs.

14. How late can add-ons be added to next day deliveries? Is there a limit on the number of cases that can be added? (B)

If the order is submitted online, the district should submit orders and add-ons no later than 3 pm.

15. Please describe the reports that you make available to your customers (i.e. monthly usage, date analysis, business intelligence, etc.) How are customers able to access reports? (C)

Districts can and will be supplied with "My Sysco Reporting." This is a reporting function that can be ran on personal computers. Reports may be ran to provide information related to usage, forecasts, invoices, and accounts payable.

16. Describe your USDA Foods tracking abilities in detail. (C)

USDA commodities are tracked in K12, Processors Link, or direct with certain manufacturers that do not utilize either website. Invoices are uploaded daily to the individual websites and manual tracking is provided to specific manufacturers, ie Don Lee and Rose & Shore.

17. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

If product needs to be delivered to specific storage locations, we can coordinate this so long as deliveries are compliant with food safety.

18. What is your procedure to bring in new products for the District? (C)

Sysco will gladly bring in new items for OUHSD .

19. Do you offer a percentage discount for early payment? If yes, please state terms for the discounts. (A)

No.

20. What Value Pass Through methods do you utilize? Rebate, Fee for Service, Modified Fee for Service, Net Off Invoice, other. Please explain. (A)

Sysco Ventura utilizes Modified Fee for Service and Net Off Invoice. Under the Modified Fee For Service method, the Pass Through Value has already been netted off of the price and these commodities items are only available to districts that have available pounds with the processor. Modified Fee for Service Example (item & prices are an example only):

| SUPC | PACK | SIZE | BRAND | DESCRIPTION | MPC | MANUFACTURER | Commercial Price | PTV | Net Commodity Price to District | MATERIAL CODE | USDA Foods Description |
|---------|------|--------|--------|------------------------|----------|---------------------|------------------|-----|---------------------------------|---------------|-------------------------|
| 7014811 | 96 | 4.4 OZ | WAWONA | FRUIT CUP PEACH COMDTY | 59500-77 | WAWONA FROZEN FOODS | *Not available | | \$ 26.00 | 100239 | PEACHES, SLICED, FROZEN |

*Not available commercially. Only available to Districts with pounds of Material Code 100239 available with Wawona.

Under the Net Off Invoice method, the items are available at a Commercial Price and the Pass Through Value is netted off on the invoice, so long as the district has pounds available with the processor. If the district no longer has pounds available, the product will ship out at the “Commercial Price,” which is the price without the Pass Through Value deducted. Net Off Invoice Example (item & prices are an example only):

| SUPC | PACK | SIZE | BRAND | DESCRIPTION | MPC | MANUFACTURER | Commercial Price | PTV | Net Commodity Price to District | MATERIAL CODE | USDA Foods Description |
|---------|------|------|-------|-------------------------|----------------|--------------|------------------|----------|---------------------------------|---------------|--------------------------------------|
| 0556670 | 6 | 5LB | LOL | CHEESE AMER 160 SLI YEL | 46255000034500 | LAND O LAKES | \$ 50.00 | \$ 30.00 | \$ 20.00 | 110242 | CHEESE NATURAL AMER FBD BARREL-500LB |

The Pass Through Value will Net Off of the Invoice and will reflect on the invoice as shown below:

| COL | QTY | C O D E | PACK | SIZE | ITEM DESCRIPTION | ITEM CODE | UNIT PRICE | UNIT TAX AMOUNT | EXTENDED PRICE |
|-----|------|------------------|------|------|--|-----------------|----------------|-----------------------|-------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | DAIRY PRODUCTS | | | | |
| C | 1SCS | | 65LB | | LOL CHEESE AMER 160 SLI Y 46255000034500 LOL/110242 | 0556670 E/CS | 50.00 30.00 | | 50.00 30.00 |

21. How many years has your company been in the K-12 public school districts food service business? How would you describe your company's financial stability? Please provide supporting documentation.
(D)

Sysco Ventura, Inc. was founded in 2003 and has been servicing K-12 for 22 years. We have been proudly servicing the Oxnard Union High School District for many years.

Specific to financial stability, Sysco Food Service is the world's largest broadline food distributor.

22. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time?

YES x NO (B)

All delivery vehicles have three temperature-controlled zones to handle frozen, cooler, and dry products.

23. Can you accommodate if lift gates are needed for deliveries? YES x NO (B)

24. Has your firm provided economic opportunity for the counties of Ventura/Santa Barbara/San Luis Obispo residents and businesses? If so, please explain. (D)

Sysco Ventura's employs residents of Ventura, Santa Barbara, San Luis Obispo counties and more.

25. Price per case for pick up by the District, other commercial distributor, or food processor at Distributor's facility: \$ n/a (A)

26. List any and all additional charges and/or discounts (put N/A if none): (A)

N/A

27. Outline any discount terms or payment options available: (B)

0 Net 30

28. Do you have an online system for ordering and tracking USDA Foods? Please explain in detail and be prepared to demonstrate. (B)

Sysco Ventura, Inc. promotes online ordering via Sysco Shop.

29. Explain your company's experience handling USDA foods "Brown Box." (B)



30. What is the price per unit per month for extended storage? (Fees for extended storage shall be in addition to the per case fees quoted in items 1, 2, and 3). NOTE: please include the unit (case or pound) for the quotation. If storage price is quoted per case, the cost will be evaluated at 40 pounds per case. (A)

Frozen \$ n/a Refrigerated \$ n/a Dry \$ n/a

Firm Title Contracts & Bids Manager Signature Jennie Calzada de Anda

Phone#: 805-575-7850 Name (Printed) Jennie Calzada de Anda

Fax#: please email E-Mail address Jennie.Calzada@sysco.com



DISTRIBUTION DELIVERY SCHEDULE-8 Sites

Deliveries for school sites are to be made on Tuesday and Thursday or on an as needed basis. The District and successful Bidder will agree on a mutually acceptable delivery schedule prior to the District issuing a Purchase Order. Delivery's will be completed between the hours of 6:00 AM and 1:30 PM.

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

Distribution Company Name: Sysco Ventura, Inc.

Name of Signer: Jennie Calzada de Anda

Title of Signer: Contracts & Bids Manager

Address: 3100 Sturgis Road, Oxnard, CA 93030

Telephone Number: 805-575-1850

E-mail Address: Jennie.Calzada@sysco.com

Signature of Company Official:

Date: 04/28/2025

Firm Title Contracts & Bids Manager Signature Jennie Calzada de Anda

Phone#: 805-575-1850 Name (Printed) Jennie Calzada de Anda

Fax#: please email E-Mail address Jennie.Calzada@sysco.com

VENDOR QUESTIONNAIRE

BREAD

Please complete this questionnaire and submit with your proposal. Attach additional sheets if needed.

(Evaluation criteria: A = Cost, B = Customer Service & References, C = Experience & Competence, D = Sustainability)

1. Will you be able to meet the specified delivery days and hours? If not, attach proposed delivery schedule for the District. (B)
2. How do you plan to work with the District to set up a delivery schedule? (B)
3. How many deliveries per week will you provide? (B)
4. Do you have minimums for deliveries? Please Circle YES or NO (B)
If YES please state your minimum delivery amounts (dollar amount, case quantity, etc)
5. How many delivery trucks do you have? How many have lift gates? (B)
6. What is your procedure for notifying the District of shortages and/or substitutions? (B)
7. What is your procedure for notifying the District of a product recall? (B)
8. Has your firm backed out of a contract to a school district(s) mid-year within the last 24 months? If so, please explain. (D)
9. Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 18 months? If so, explain. (D)
10. What is the lead time you require for orders? Can District(s) order on-line? (B)
11. What is your company's "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution? (B)
12. How will emergency deliveries (deliveries not on a scheduled date) be handled? (B)
13. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (B)
14. Please describe the reports that you make available to your customers (e.g. monthly usage, data analysis, business intelligence, etc.). How are customers able to access these reports? (C)
15. What is the current make up of your delivery vehicle fleet? Please describe your vehicle preventative maintenance program. (C)
16. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas? (B)

17. What is your procedure to bring in new products for the District? (C)
18. Do you offer a percentage discount for early payment? If yes, please state terms for discount. (A)
19. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability? Please provide supporting documentation. (D)
20. Has your firm provided economic opportunity for the counties of Los Angeles/San Bernardino/Riverside residents and business? If so, explain. (D)
21. Do you participate in DOD (Department of Defense) Produce Program? (A)

NOTE: ALL PROCESSED/PACKAGED/INDIVIDUALLY WRAPPED ITEMS MUST MEET ½ CUP MEAL CONTRIBUTION PER FOOD BUYING GUIDE SPECIFICATIONS.
Product Specifications must be made available upon request for all items awarded.

Please indicate % American content for each food component submitted on the pricing spreadsheet, and list the country of origin. In addition, Bidders may be required to provide or fill out an additional certification paper for each awarded domestic line item stating the following: "Bidder certifies that (insert product name) was processed in the U.S. and contains over (insert % of weight or volume) of its agricultural food component from the U.S.,"



BREAD DELIVERY SCHEDULE-8 Sites

Deliveries for school sites are to be made any day Monday through Thursday or on an as needed basis. The District and successful Bidder will agree on a mutually acceptable delivery schedule prior to the District issuing a Purchase Order. Delivery's will be completed between the hours of 6:00 AM and 1:30 PM.

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

Bread Company Name:

Name of Signer:

Title of Signer:

Address:

Telephone Number:

E-mail Address:

Signature of Company Official:

Date:

Firm Title _____ Signature _____

Phone#: _____ Name (Printed) _____

Fax#: _____ E-Mail address _____

***See Appendix "B" for usage and use for price submittal. Pricing must be submitted via flash drive and hard copy.**



PROPOSAL FORM

RFP #702 Frozen, Refrigerated, Grocery and Bread Commodity and Commercial Items

Proposals Due May 1, 2025 at 2:00 p.m.

Oxnard Union High School District
1800 Solar Drive
Oxnard, CA 93030

The undersigned, having carefully examined the PROPOSAL INSTRUCTIONS and CONDITIONS, GENERAL CONDITIONS, DISTRICT FACT SHEET & CONTACT INFORMATION and entire RFP package, hereby proposes to furnish and deliver said supplies in accordance with prices provided on the attached itemized PROPOSAL WORKSHEETS Exhibits A and A-1:

Terms: 0 net 30 Delivery Time ARO: Next-day for forecasted items
(after receipt of order)

Note: PRODUCT QUOTATION SHEET must be signed to be valid.

The undersigned has thoroughly examined any and all Addenda issued during the Proposal period and acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATE RECEIVED: _____
ADDENDUM NO. _____ DATE RECEIVED: _____
ADDENDUM NO. _____ DATE RECEIVED: _____

TIME IS OF THE ESSENCE. The undersigned fully understands that a contract is formed upon the acceptance of this Proposal by the District, and the undersigned further agrees that he will promptly execute and deliver to the District a written memorial of the Contract together with the required Workers' Compensation and Liability Insurance as requested in an award letter to be issued after Board acceptance.

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. This document must list names of person or persons authorized to bind the bidding organization.

If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of DE and that Jennie Calzada de Anda, whose title is Contracts & Bids Manager, is authorized to act for and bind the corporation.

It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Contract, Contractor's Certificate, and Certification of Insurance to the District within five (5) days of actual notice of the award of the contract to Bidder, then the Contract may be revoked and subsequent damages owed by defaulted bidder may be assessed.



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 Bidder Sysco Ventura, Inc.

Type of Organization Distributor

Signature *Jennie Calzada de Anda* Print Name Jennie Calzada de Anda

Title of Signer Contracts & Bids Manager

Address of Bidder 3100 Sturgis Road, Oxnard, CA 93030

Telephone Number 805-575-1850 Email Jennie.Calzada@sysco.com

If Bidder is a corporation, affix corporation seal.



BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the Bid of any Bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is “non-responsible” and poses a substantial risk of being unable to provide the required products and services to complete the work in a cost-effective, professional, and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material to or performed work, reference checks, and examination of all public records.
3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar products and services to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Oxnard Union High School District
4. FAILURE TO FURNISH THE REFERENCES *(IN THE COMPLETE FORMAT REQUIRED)* MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

Your references should be listed in the following format (facts are example only)

REFERENCE FORM

(Provide 3 references)

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

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

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

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the Contracts & Bids Manager of Sysco Ventura, Inc., the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. 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 to refrain from bidding. 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. All statements contained in the proposal are true. 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, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.


(Signature of Officer)

Jennie Calzada de Anda
(Typed Name of Officer)
Sysco Ventura, Oxnard, CA
(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

04/28/2025 [date], at Oxnard [city], CA [state].



EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

CERTIFICATE

I/We hereby certify that the Sysco Ventura, Inc.

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act

DATE: 4/28/2025

Jennie Calzada de Anda
CONTRACTOR

By: Jennie Calzada de Anda
Signature

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998



CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

**Applicable to Grants, Subgrants, 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: (Vendor) <u>Sysco Ventura, Inc.</u> | | |
| Printed Name and Title: <u>Jennie Calzada de Anda, Contracts & Bids Manager</u> | Signature: <u>Jennie Calzada de Anda</u> | Date: <u>4/28/2025</u> |
| Name of School Food Authority: <u>Oxnard Union High School District</u> | | Agreement Number: <u>RFP# 702</u> |

California Department of Education
Nutrition Programs Unit
Child Nutrition and Food Distribution Division
April 1998
Approved by OMB 0348-046

School

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance | 2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award | 4. Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____ |
| 3. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known _____ Congressional District, if known: _____ | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known: \$ |
| 10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI): | | 10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| (attach Continuation Sheet(s) if necessary) | | |
| 11. Amount of Payment (check all that apply): \$ _____ actual planned | 12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____ | |
| 13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____ | | |
| 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: <u>Jennie Calzada de Anda</u> Print Name: <u>Jennie Calzada de Anda</u> Title: <u>Contracts & Bids Manager</u> Telephone No: (<u>805</u>) <u>575 - 1850</u> Date: <u>4/28/2025</u> |
| 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 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 No. 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 (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 Proposal (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



**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 \$25,000. This form is required each time a proposal for goods/services over \$25,000 is solicited or when renewing/extending an existing contract exceeding \$25,000 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 REVERSE)

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.

Oxnard Union High School District

RFP# 702

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Sysco Ventura, Inc.

3100 Sturgis Road, Oxnard, CA 93030

Company Name

Address

Jennie Calzada de Anda

Contracts & Bids Manager

Jennie Calzada de Anda

4/28/2025

Printed Name

Title

Signature

Date

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

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 Nonprocurement 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.



IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

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

OPTION #1 - CERTIFICATION

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

| | |
|---|---|
| <i>Vendor Name/Financial Institution (Printed)</i> Sysco Ventura, Inc. | <i>Federal ID Number (or n/a)</i> 41-2095343 |
| <i>By (Authorized Signature)</i>  | |
| <i>Printed Name and Title of Person Signing</i> Jennie Calzada de Anda, Contracts & Bids Manager | |
| <i>Date Executed</i> 4/28/2025 | <i>Executed in</i> Oxnard, CA |

OPTION #2 – EXEMPTION

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

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

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



**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Vendors pursuant to the requirements mandated by Government Code sections 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 performing 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:

- 1) 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;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that 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 sections 8350 et. seq.

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

DATE: 4/28/2025

Sysco Ventura, Inc.
CONTRACTOR

By: Jennie Salgado de Anda
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

DATE: 4/28/2025

Sysco Ventura, Inc.
CONTRACTOR

By: Jennie Salgado de Anda
Signature



Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

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 either as an individual employer, or as one employer in a group of employers, 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 worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.



Signature of Authorized Representative

Sysco Ventura, Inc.

Type Name of Above

Contracts & Bids Manager

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



PROMPT PAYMENT DISCOUNT

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

IMPORTANT NOTE:

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

PROMPT PAYMENT DISCOUNT OF:

0 % 30 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.



Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Sysco Ventura, Inc.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- A. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- B. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- C. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- D. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Jennie Salgado de Anda
Authorized Representative Signature

Contracts & Bids Manager

Title

4/28/2025

Date



FINGERPRINT CLEARANCE CERTIFICATION

Bidder hereby certifies to the District's governing board, under perjury of law, that it has completed the background check requirements of California Education Code Section 45125.1 and that none of its employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 667.5(c) or a serious felony listed in California Penal Code Section 1192.7(c).

Bidder Sysco Ventura, Inc.
(Type or Print Complete Legal Name of Company)

By Jennie Calzada de Anda 4/28/2025
(Signature) (Date)

Name Jennie Calzada de Anda
(Type or Print)

Title Contracts & Bids Manager



PRU-21 China Prohibition Certification
Consolidated Appropriations Act of 2021 (Public Law 116–260)

The Consolidated Appropriations Act of 2021 (Public Law 116–260), Division A, Section 764 (signed into law on December 27, 2020), and subsequent extensions, prohibit all Child Nutrition Programs from using federal funds to procure raw or processed poultry products that are imported into the United States from the People’s Republic of China.

The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116–260) Division A, Section 764, does not allow for any exceptions.

We Sysco Ventura, Inc. (insert vendor name),
certify that ** (insert product name),
did not use federal funds to procure raw or processed poultry products that are
imported into the United States from the People’s Republic of China.

We further acknowledge that noncompliance with this federal requirement may result in
a finding of disallowable cost(s).

Jennie Salgado de Anda
Authorized Representative Signature

Contracts & Bids Managers 4/28/2025
Title Date



EXHIBIT A

(to be executed after award of contract by Board of Trustees)

Oxnard Union High School District

Services Agreement

This Services Agreement (the "Agreement") is made and entered into _____ by and between **Oxnard Union High School District** (hereinafter referred to as "Local Educational Agency" or "LEA") and **Sysco Ventura, Inc.** (hereinafter referred to as "Provider.") LEA and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Sysco Ventura, Inc.
Provider
3100 Sturgis Road
Street Address
Oxnard, CA 93030
City, State, Zip code

805-575-1850
Telephone Number
Jennie.Calzada@sysco.com
E-mail Address
41-2095343
Tax Identification or Social Security Number

Services

Frozen, Refrigerated, Grocery, Bread Products, including delivery
Description of Services

| <u>7/1/25 – 6/30/26</u> Date(s) of Service | <u></u> Hour(s) of Service | <u>District Cafeterias</u> Location |
|---|-------------------------------|--|
|---|-------------------------------|--|

Fees

| | |
|--|----------|
| Compensation for Services for dates of service | \$ _____ |
| Total not to Exceed | \$ _____ |
| <input type="checkbox"/> W-9 received | |

Payment. LEA will pay Provider after receipt of an invoice, net 45 days.

Conditions. Provider will have no obligation to provide services until LEA returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to LEA employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, officers, agents, and employees of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender

expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all LEA and LEA-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. When Provider performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles: \$500,000.00 combined single limit or

\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 per accident for bodily injury and property damage

- c. Workers’ Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers’ Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers’ Liability insurance coverage of \$1,000,000. Absent proof of Workers’ Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers’ Compensation Insurance, which LEA in its sole discretion may accept or reject.
- d. Provider’s insurance is primary and will not seek contribution from any other insurance available to the LEA. Provider further hereby waives any and all rights of subrogation that it may have against the LEA.

- e. **Certificates of Insurance.** Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.
- f. **Endorsements.** Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage shall name the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- g. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the LEA.
- h. **Insurance written on a "claims made" basis** is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- i. **Failure to Procure Insurance.** Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement



I have read this Agreement and agree to its terms

Authorized Signer – Provider

Signature

Date

Site Consent

Site Administrator

Signature

Date

Local Educational Agency Approval

LEA Administrator

Signature

Date