REQUEST FOR PROPOSALS RFP #724
VALUES-ALIGNED PROTEINS

OXNARD UNION HIGH SCHOOL DISTRICT

1800 Solar Drive,
Oxnard, CA 93030

Deanna.Rantz@oxnardunion.org
(805) 385-2519

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:
202-690-7442; or

email:
Program.Intake@usda.gov.

This institution is an equal opportunity provider.

Table of Contents

RFP SCHEDULE OF EVENTS

Date	Event
April 13 & April 20, 2026	Release and advertisement of RFP
April 29, 2026 12:00 pm – 1:00 pm PST	Pre-Bid Virtual Conference (Public Q&A) via Google Meet. Link to join: meet.google.com/fju-kqhq-drj
May 6, 2026, 12:00pm	Request for Information (RFI) Deadline
May 11, 2026	Responses and Addenda, if necessary, released
May 27, 2026, 10:00am	Deadline for Submission of Proposals
May 27, 2026	Opening of Proposals (not public)
May 27, 2026	Proposers notified via email of sample requests
June 2, 2026 8:00am-2:00pm	Samples due at: 1800 Solar Dr., Attn: Deanna Rantz, Oxnard, CA 93030
May 27 - June 11, 2026	Evaluation of Proposals
June 8 – 9, 2026	Vendor Interviews (if required)
June 11, 2026	Estimated date of RFP Award Notifications sent out
June 24, 2026	Estimated date of approval and award by the Board of Trustees

** Although the District will make every effort to adhere to the schedule, the Oxnard Union High School District reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment on the District's website located in the Notice Inviting Proposals.

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District (OUHSD) 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 27, 2026 at 10:00 a.m.**, electronic proposals for the award of a contract for:

RFP #724 Values-Aligned Proteins

Proposals will be applicable to the school districts named below, hereinafter referred to as the "Coast Valley Values-Aligned Collective" "the VAPC", "the Collective", or "the District".

School Districts Participating:

1. Carpinteria Unified School District
2. Conejo Valley Unified School District
3. Goleta Union School District
4. Oak Park Unified School District
5. Ocean View School District
6. Oxnard Elementary School District
7. Oxnard Union High School District
8. Santa Paula Unified School District

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 #724 Values-Aligned Proteins.**" 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 non-responsive. 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.

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 to the highest scoring responsive, responsible Proposer based on the criteria noted in this Request For Proposals (RFP). The District reserves the right to reject any or all Proposals, to accept or reject any one or more items of a Proposal, to waive any irregularities or informalities in the Proposals and to sit and act as sole judge of the merit and qualifications of the materials or services offered.

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

Advertising dates: 4/13/2026 & 4/20/2026

OVERVIEW

Purpose

The purpose of this document is to outline the formal procurement process for Values-Aligned Proteins products for the Coast Valley Values-Aligned Purchasing Collective (hereby referred to as "Coast Valley Collective", "the Collective", or "the VAPC") school districts' Nutrition Programs. The Collective seeks to increase student participation in the member school districts' school meal programs and consumption of values-aligned foods, thereby improving childhood nutrition, reducing hunger, and preventing obesity-related diseases. The Collective seeks to do the above by enhancing the health and quality of school meals by following the Values Aligned Purchasing Collective (VAPC) philosophy and definitions below. Proposers' ability to meet the Collective's Values will be scored in the Evaluation Criteria, Vendor Questionnaire, and Proposal Worksheet included in this RFP.

Background

The Coast Valley Values-Aligned Purchasing Collective is made up of eight school districts located in the Santa Barbara, Ventura and Los Angeles Counties. Oxnard Union High School District serves as the Collective's Lead Agency and as such is issuing this Request for Proposal on behalf of the Collective and its membership. The Collective serves approximately 10,500,000 lunches and breakfasts a year to over 62,000 students. Member districts' Food and Nutrition Services Departments are all self-operated. The Collective member districts have established a Joint Powers Agreement that includes Bylaws that address Collective roles, liability, and a dispute resolution process. Member districts have authorization from their individual School Board to participate in this Collective.

Values- Aligned Procurement

The districts in this Collective participate in a variety of values-aligned procurement and scratch cook programs such as Chef Ann Foundation's Values-Aligned Purchasing Collective Project, Ventura County Farm to School and more. As such collective members expect their procurements, to the extent practical and in compliance with federal and state procurement regulations, to advance a set of values that go beyond the lowest priced food item and provide students with foods that support environmental sustainability, promote worker well-being, advance climate reliance, reduce food waste, and/or support animal welfare. Examples of those items are locally grown, organic, regenerative certified, preservative-free, sustainable goods and/or animal welfare certified products. The Collective members are willing to buy said foods via special order, in advance or in bulk to secure quantities. If the winning bidder cannot provide said products, the member districts may buy them from other Vendors. During the effective period of the contract, it is hereby agreed and understood that the members reserve the right to buy food items off the contract. The members also reserve the right to add new items to the contract throughout the lifetime of the contract.

Coast Valley Collective Values Definitions

Food Values

1. **Local -** The Collective defines "Local" with a tiered approach. Item specifications may include "local". This is a required specification.

    Tier 1: Products grown, raised, processed and/or manufactured in Santa Barbara and/or Ventura County.

    Tier 2: Products grown, raised, processed and/or manufactured in California.

2. **Organic -** The Collective purchases organically grown and certified organic products whenever possible. Certified organic means products—food or livestock—are produced, handled, and processed according to USDA's federal standards (regulated by the USDA National Organic Program) that avoid the use of synthetic chemicals, fertilizers, pesticides, GMOs, and antibiotics. Item specifications may include "Certified Organic" or "Organic". These are required specifications.

3. **Regeneratively Grown -** The Collective purchases regeneratively grown items and multi-ingredient

products containing regeneratively grown ingredients whenever possible. The Collective defines Regeneratively Grown as farming practices that restore and improve farm ecosystem health. Regenerative farming practices may include, but are not limited to, no-till, erosion prevention with cover crops and/or mulch, crop rotation, no mono-culture plots, fallowing fields, no synthetic fertilizer or pesticide use, or livestock integration. Item specifications may include "Regeneratively Grown" or "Certified Regeneratively Grown". These are required specifications.

Vendor Values
The Collective expects all Vendors to consistently practice the traits listed below through the duration of the awarded contract:

1. **Exceptional Customer Service -** The Collective expects Vendors to commit to accurate lead times and open communication on substitutions for all products.

2. **Whole and Minimally Processed Products -** The Collective purchases whole ingredients and minimally processed products whenever possible. Vendors are committed to working with the Collective to increase inventory of minimally processed products.

3. **Data Transparency -** Vendor regularly shares data and information with the Collective, including but not limited to ingredient and product traceability and manufacturing and processing location information. This information is easily accessible to the Collective.

4. **Direct Producer Relationships -** Vendors build current relationships and develop new relationships with local farmers and artisans. Vendors work with the Collective to actively strengthen these relationships in a mutually beneficial way. The Collective defines a Direct Producer Relationship as a relationship between the Vendor and a producer (farm, artisan, or small business) in which there is two-way open communication, cooperation, and mutual commitment to increasing availability of the producer's products through the Vendor. The Collective defines a small business as a for-profit business that is independently owned and operated and is not dominant in its field on a national basis.

5. **Affordable and Fair -** The Collective purchases products at competitive prices from responsible and responsive Vendors that maintain high quality and meet item specifications. Vendors are committed to providing the best priced products for the Collective.

RFP DELIVERY and DEFINITIONS

DELIVERY DETAILS:

Delivery schedules will be determined by the District. Deliveries must be made in accordance with the attached delivery schedule (Exhibit B) 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 (including substitutions). 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 to the Collective member district who rejected the product. 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.

<u>DEFINITIONS:</u>

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 the Collective’s previous experience with a Vendor, Vendor 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, or a purchase order.

C. **“Vendor/Seller/Supplier/Contractor/Proposer/Companies”** means the party to whom a Contract is awarded pursuant to this RFP after submission of a successful Proposal/Bid.

D. **“District/OUHSD/LEA/Collective”** refers to the Oxnard Union High School District and their representation of the member districts of the Coast Valley Values-Aligned Collective in this solicitation. The terms and conditions noted in relation to the District will apply to the Collective membership unless noted otherwise in the body of the RFP.

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.

- **Document Check Off Sheet (this sheet)**
- **Copy of Hazard Analysis Critical Control Point Plan (HACCP)**
- **Food Safety and Security Policy/Plan**
- **Pest Control Policy/Plan**
- **Vendor Questionnaire**
- **Proposal Worksheet - Exhibit A, Including separate spreadsheet**
- **Proposal Form**
- **Delivery Schedule - Exhibit B**
- **Bidder Reference Form**
- **Non-Collusion Declaration**
- **Equal Opportunity Employment Certification**
- **Certification Regarding Lobbying**
- **Disclosure of Lobbying Activities**
- **Certification Regarding Suspension and Debarment**
- **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**
- **Buy American Provision Certification**
- **Fingerprint Clearance Certification**
- **PRU-21 China Prohibition Certification**
- **Services Agreement - Attachment A**

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

____________________________________ ____________________________

Signature **Date**

VALUES-ALIGNED PROTEIN PRODUCTS 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 27, 2026 at 10:00 A.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 #724 Values-Aligned Proteins.**" 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 non-responsive. 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 and distribution of Values-Aligned Protein items. Please provide the lowest price for the services and products on the Proposal Worksheet, Exhibit A. Please read all terms, conditions and documents thoroughly to understand the request.

Proposals must be submitted on the Proposal Worksheet (Exhibit A), included in this RFP along with the Proposal Form. Proposers are not required to bid on all items. Leave an item line blank for "No Bid" in the Proposal Worksheet (Exhibit A). Partially completed item lines will be considered "No Bid". Numbers should be stated in figures, and the signatures of all individuals must be in long hand. Proposal Form must be signed by a responsible officer of the 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 Proposal Worksheet, Exhibit A. More than one unit price inserted for any one item may result in the rejection of the Proposal unless alternate Proposals are specifically requested.

Unit price for all line items must be shown where required on the Proposal Worksheet, Exhibit A. Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective Vendor. A Document Check-Off Sheet is provided in this RFP to assist Proposers in returning a complete submittal package. The Proposal Worksheet, Exhibit A, must be returned in Excel or Google Sheet format and sent in electronically to the email provided in the Notice Inviting Proposals, as part of the RFP package.

No oral or telephone quotations or modifications will be accepted. If a bidder discovers an error in their submission or wishes to make changes prior to the submission deadline, the bidder must submit a revised proposal via email to Deanna.Rantz@oxnardunion.org before the stated deadline. The revised submission must be clearly marked in the subject line as "***REVISED SUBMISSION* – RFP#724 VALUES-ALIGNED PROTEINS**" and must include a brief cover statement identifying the specific changes made. Only the most recent submission received before the deadline will be considered. Any submission or revision received after the deadline will not be accepted. It is the bidder's sole responsibility to ensure timely delivery of all submissions and revisions.

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 Worksheet (Exhibit A), 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 to bid.

3. **REQUESTS FOR INFORMATION (RFIs):**

Any questions relative to this Proposal should be directed to the District Purchasing Director, Deanna Rantz, no later than May 6, 2026 at 12:00 p.m., and shall be put in writing and emailed to deanna.rantz@oxnardunion.org. The 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.

4. **AGREEMENT TO TERMS:**

By replying to this Proposal, 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 (Attachment A).

5. **IDENTIFICATION OF PROPOSER:**

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

6. **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 Proposal.

7. **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.

8. **INTERPRETATION OF REQUEST FOR PROPOSAL DOCUMENTS:**

If any Bidder finds discrepancies in, or omissions from the RFP documents, they may submit a request for clarification by following the instructions in this RFP section labeled “Requests for Information (RFIs)”. The inquiry must be received by the date and time noted in the RFP Schedule of Events.

9. **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 Document

Check-Off List 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.

10. **CONTRACT TERM:**

It is anticipated that the Contract(s) to be awarded for the goods and services described in this RFP shall be effective July 1, 2026, through June 30, 2027, with, by mutual consent from both parties, the ability to extend the contract in one-year increments, for up to two (2) additional years for a maximum of three (3) years total.

11. **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 in this RFP by a review committee. "Minimum qualifications" shall mean: "Complete, responsible and responsive proposals meeting all RFP instructions and conditions, received by the due date and time."

Following the receipt of Proposals, Proposals will be evaluated based on the evaluation criteria stated in this RFP, submitted references, Collective districts' previous experience with the Vendor, and answers to the Vendor Questionnaire.

The District's evaluation panel will request award of the contract based on the prospective Vendor 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 the 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.

12. **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 (2) additional one (1) year 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.

13. **PROPOSAL PRICING:**

Values-Aligned Protein products have been included in this RFP and are located in Exhibit A: Proposal Worksheet. Additional items not in this proposal may be purchased after the contract is awarded, not to exceed 10% of the value of the award. When Proposals are equal, they shall be awarded by drawing of lots, and shall be witnessed by three (3) impartial observers.

14. **AMENDMENTS:**

The terms and conditions contained in this Invitation for Proposals, Request 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 through the due date of submittals listed in this RFP's Schedule of Events, 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.

15. **INGREDIENT TRACEABILITY INITIATIVE:**
Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request.

16. **PROTEIN QUALITY ASSURANCE:**
The District expects that all Values-Aligned Protein Products will be inspected for quality assurance, and any Products that do not appear to be the highest quality be pulled and replaced before shipping out to sites.

17. **PRODUCT ORIGIN TRANSPARENCY:**
The District requires clear identification of the origin of product on the Proposal Worksheet (Exhibit A) and invoices.

This includes:

a. Mandatory identification of Country of Origin;
b. Mandatory identification of California products;
c. Mandatory identification of state of origin of other products; and
d. Preferred identification of Farm/Farmer from which Protein Product ingredients were procured from.

18. **DOMESTIC LOCAL ORIGINATION:**
The District expects that all Protein Products offered will be of domestic origin as much as the prevailing market conditions allow. The District preference is to purchase domestic locally raised and processed Protein products made with California raised ingredients whenever possible, balancing origin with quality.

The District defines domestic local within a tiered format:

> Tier 1: Products grown, raised, processed and/or manufactured in Santa Barbara and/or Ventura County.
>
> Tier 2: Products grown, raised, processed and/or manufactured in California.

19. **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 an immediate reasonable amount of time after receipt of the District purchase order. Failure to complete all deliveries within a reasonable amount of time, as determined by the District, after receipt of a District purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this Proposal.

20. **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 Bidder who has previously failed to perform properly to complete on time contracts of a nature similar to this project. The District will consider Collective member districts' previous experience with Vendors in the evaluation of proposals.

21. **PRE-AWARD CONFERENCE:**
The apparent highest scoring Proposer based on the Evaluation Criteria in this RFP, Vendor Questionnaire responses, pricing in Proposal Worksheet (Exhibit A), and Collective member district previous experience with

the 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.

22. **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.

23. **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.

24. **DISCOUNTS:**

Any discounts offered by Proposers must be stated clearly in the Proposal Worksheet (Exhibit A) notes column 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.

25. **FOB DESTINATION PRICING:**

Proposers must quote prices "F.O.B. Destination" to the District delivery location(s) specified in the Delivery Schedule (Exhibit B). Prices should be stated in the units specified and Proposers should quote each item separately. The District will not pay drayage, packing, cartage, 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 to the storage location specified by each delivery site’s Cafeteria staff..

26. **QUANTITIES:**

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

The District does not guarantee order quantity amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. 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.

27. **SAMPLES:**

After the opening of Proposals, upon request, samples of the products proposed shall be furnished free of cost to the District. Proposers may be required to deliver samples of any item(s) proposed, including items of equivalent brand and items of the brand stated in the Proposal Worksheet (Exhibit A) for quality and value standard. Proposers will be notified via email of sample requests by the date stated in this RFP’s Schedule of Events. Samples will be delivered on June 2, 2026, between 8:00am and 2:00pm at 1800 Solar Drive, Attn: Deanna Rantz, Oxnard, CA 93030. Samples will be used in taste testing by the Collective member Districts’ School Nutrition Staff and will not be returned. The District reserves the right to reject the Proposal of any

Proposer who fails to submit samples as requested. All samples will be evaluated according to the Taste Test Scorecard in this RFP. Samples that fail the taste test will constitute rejection of the submitted Proposal.

28. **PRODUCT SPECIFICATIONS FOR EQUIVALENT BRANDS:**
Whenever the District refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equivalent" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency, quality desired, and shall not be construed as to exclude other manufactured products or comparable quality, design, and efficiency, as applicable. Any Proposer offering an equivalent product to the item listed in the Proposal Worksheet (Exhibit A) shall submit the Product Specification Sheet (PFS), product information and other pertinent literature with their Proposal. The District will be the sole judge of a product's quality and equivalence to the item requested. The substituted item must be equal in quality, production practices, values, ingredients, and availability.

29. **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. Values-Aligned Protein Products shall be delivered in refrigerated trucks held between 32 and 40 degrees Fahrenheit for cooler items and between -15 and 0 degrees Fahrenheit for frozen items. Freezer items will be delivered frozen with no evidence of freezer burn or previous thawing and re-freezing.

Deliveries shall be required at the locations, times and frequencies listed in the Delivery Schedule (Exhibit B). Upon award of Proposal, Supplier shall keep sufficient stocks of product and trained delivery staff 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 Worksheet (Exhibit A) in the notes column.

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

31. **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, they may submit a written email request for an interpretation or correction to the District's Purchasing Director, Deanna Rantz, at 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.

32. **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.

33. **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.

34. **SPECIFICATIONS AND BRAND OR EQUIVALENT**
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. Equivalent brand proposed items shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples may be requested in accordance with the “Samples” section in this RFP.

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, the Proposal may be rejected. Once the District places an order for products listed within this RFP, Vendor must provide the same items and prices Proposed. Vendor shall not make any substitutions without the District’s consent.

35. **SAMPLES AND PRODUCT EVALUATION**

After the opening of Proposals, upon request, samples of the products proposed shall be furnished free of cost to the District. Proposers may be required to deliver samples of any item(s) proposed, including items of equivalent brand and items of the brand stated in the Proposal Worksheet (Exhibit A) for quality and value standard. Proposers will be notified via email of sample requests by the date stated in this RFP’s Schedule of Events. Samples will be delivered on June 2, 2026, between 8:00am and 2:00pm at 1800 Solar Drive, Attn: Deanna Rantz, Oxnard, CA 93030. Samples will be used in taste testing by the Collective member Districts’ School Nutrition Staff and will not be returned. The District reserves the right to reject the Proposal of any Proposer who fails to submit samples as requested. All samples will be evaluated according to the Taste Test Scorecard in this RFP. Samples that fail the taste test will constitute rejection of the submitted Proposal. Once a decision is made by the District, that decision shall be final.

TASTE TEST SCORECARD

Category	Evaluation Criteria	Pass/Fail (Must Pass All Categories To Meet Collective's Quality Standards)
Flavor	**Product will be evaluated for flavor profile that will be appealing to students**	
Appearance	**Product will be evaluated for appearance that will be appealing to students**	
Color	**Product will be evaluated on color that will be appealing to students**	
Aroma	**Product will be evaluated on aroma smell that will be appealing to students**	
Texture	**Product will be evaluated on texture which is easy to consume, is palatable, and that will be appealing to students**	
	Overall Pass/Fail:	

36. **NUTRITIONAL INFORMATION**

The approved Proposer must provide **easy access** to product information sheets for all products indicated on the Proposal Worksheet (Exhibit A) and any additional items provided in this Proposal document or purchased in the future by the District. Vendors shall not provide PFS unless specifically asked to do so, such as with proposed equivalent brand items, substitutions, and/or if a sample is requested. The District requests that all product specifications are available electronically on Vendor's ordering website or through email request to the Vendor.

Acceptable documents that meet this requirement are:

1. Product Formulation Statements(PFS) 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

37. **WARRANTY OF QUALITY**

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

- 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 Collective member district who rejected the product.
- All products delivered shall be delivered in fresh form, with adequate shelf life, no less than one month from the date of delivery.
- 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.

38. **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.

39. **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.

40. **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 of product and delivery vehicles at time of delivery.
- Accept product only at acceptable temperatures.
- Reject unacceptable items.

41. **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. Vendor will work with district to replace all recalled product at no cost to the District.

42. **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.

43. **REFERENCES**

Proposer will provide three (3) current references that require deliveries to multiple locations. These references must include the client name, address, email, phone number and name of contact person. At least one of the three references provided must be from school districts located within California. The District and Collective member districts reserve the right to provide their own references based on relevant history and previous experience.

44. **TERMINATION OF CONTRACT WITHOUT CAUSE:**
The District may terminate this 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.

45. **TERMINATION OF CONTRACT WITH CAUSE:**
If the Collective determines that the Contractor has failed to fulfill its obligations under the contract, breached any material contract term, or violated applicable law or regulation, the Collective shall provide written notice to the Contractor specifying the nature of the default. The Contractor shall have ten (10) calendar days from receipt of such notice to cure the default to the Collective's satisfaction. If the Contractor fails to cure the default within the cure period, the Collective may terminate the contract effective upon written notice of termination.

In the event of termination for cause, the Collective reserves the right to procure goods or services from an alternate source and to hold the Contractor liable for any excess costs incurred, including but not limited to the difference between the contract price and the cost of cover procurement and reasonable administrative costs associated with re-procurement. Termination for cause shall not limit any other remedy available to the Collective under the contract or applicable law.

46. **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.

47. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS**
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.

48. **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 one (1) year periods for a total contract period of three (3) fiscal school years.

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

1. Each respective District has deemed the products and services of the Vendor satisfactory.

2. 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.

49. **PROPOSAL FORM DIRECTIONS:**
1. Proposer must use Proposal Worksheet (Exhibit A) provided on the accompanying Proposal documents and complete all requested information within this document.

2. The Proposal Worksheet must accompany the completed formal Proposal submitted.

3. Proposer must submit all pricing pages, even those without responses.

4. The Districts reserve the right to purchase additional units, at various quantities, under the terms and conditions provided in this RFP.

5. 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.

6. 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.

50. **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.

51. **GENERAL INSTRUCTIONS**:

Proposals are requested for furnishing the District with Protein products for the period of July 1, 2026 through June 30, 2027. The District reserves the right to determine the purchase amounts based on the District's operational needs. 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 with subject line including, "RFP 724 Values-Aligned Protein" by the submission due date, and time. 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.

52. **LIMITATIONS:**

The District shall not be obligated to accept the lowest priced Proposal, but will be evaluating Proposals with the intent of awarding to responsive Vendor or Vendors with the highest score according to the Evaluation Criteria, submitted Vendor Questionnaire responses, sample evaluation (if applicable), and the Collective member districts' previous experience with the Vendor. 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 any 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 highest scoring 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 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 this Contract, if at all, is at the sole discretion of the District.

53. **PROVISION BUY AMERICAN:**

(7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities OUHSD to purchase, to the maximum extent practical, domestic commodities or products. Their Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture.

Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports OUHSD working with local, or small, minority, and woman-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Service (CNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to OUHSD located in the forty-eight contiguous United States and is one of the procurement standards OUHSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by OUHSD.

For products procured by OUHSD for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the agricultural commodity. CNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates
Grains
Vegetables
Fruits
Fluid milk
Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning Vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. Their definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under their provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by OUHSD or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by OUHSD. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Non-available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

OUHSD complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive $1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- 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 Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non- domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2025–26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

(a) Price of the domestic food alternative substitute(s); and
(b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and
(b) Price of the non-domestic product that meets the required specification of the domestic product.

SFAs may document exceptions by maintaining records of communications between them and their food supplier; this may include emails, documentation of telephone communications, etc. The documentation must be maintained for review by the State agency during procurement reviews of local agency procurement practices.

One resource SFAs and State agencies may use in order to document exceptions is the market news reports available from AMS. AMS provides free, unbiased price and sales information on farm commodities at: https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice. Using their website, SFAs and State agencies can find third-party verification of cost and availability of domestic and nondomestic foods. Further, SFAs may use the information to communicate alternatives with food suppliers and document purchase decisions.

Regulations require OUHSD to maintain documentation to demonstrate the use of exceptions. Items found on the Federal Acquisitions Regulations (FAR) 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), are exempt from the documentation requirement, but these items must be counted toward the cap on non-domestic purchases when that goes into effect.

The USDA developed an optional Buy American Standard Tracking Form Template that Oxnard Union HSD can use to track both the exceptions and costs related to non-domestic product purchases. When OUHSD Program Operators purchases a product found on the FAR 25.104 Nonavailable articles list (https://www.acquisition.gov/far/25.104), there must be included on the tracker for the purpose of accurately tracking total non-domestic costs. The CDE encourages the use of the Buy American Tracking Form Template to document the use of exceptions to purchase non-domestic foods under the Buy American provision. The Buy American Standard Tracking Form is available in the CNIPS, Download Forms, Form ID PRU 10.

Documentation must be on file for at least the current year plus three years and must be made available during an on-site administrative review and an off-site procurement review.

54. **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 the *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

55. **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.

56. **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 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.

57. **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 People's 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 laws.

58. **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.

59. **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.

60. **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 temperature-controlled with the ability to monitor truck temperatures. 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 in a delivery truck with temperature held between -15 and 0 degrees Fahrenheit. Refrigerated items will be delivered with an internal temperature between 32 and 40 degrees Fahrenheit in a truck with temperature held between 32 and 40 degrees Fahrenheit. 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.

61. **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 standard, 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 Vendor's plant is located or by the applicable federal standards, whichever is higher. Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Vendor 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.

Vendor 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. Vendor 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, Vendor 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)**

62. **HEALTH INSPECTION:**

The awarded Vendor may be required to provide a copy of the most recent Environmental Health Official Inspection Report of all operating facilities upon recommendation to award.

63. **INFERIOR PRODUCT:**

The Vendor 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. Inspection may include District Staff taking temperatures of product and delivery trucks at time of delivery.

64. **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 Collective member district for product or freight.

65. **NUTRITIONAL INFORMATION AND LABELING:**

In order to accommodate the computerized menu system utilized by the District, the successful Vendor 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

66. **ALLERGENS LABELING:**
All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans. Vendor 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.

67. **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 awarded to the Vendor 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, Vendor shall adjust ordering quantity to meet original orders and provide Product Formulation Statements, nutritional statements, and ingredient listings of the replacement product with the delivery. Vendor 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, Vendor will 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.

68. **DELIVERIES:**
The successful Vendor will make delivery time options available according to the Delivery Schedule (Exhibit B) and present them for each member district's approval. 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 Vendor and the Collective member districts, 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 Vendor must contact the school/site immediately via phone and email to negotiate an alternate delivery time or day. The District may assess a cost to the Vendor 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 Vendor's expense. Frequent occurrences of late or missed deliveries may result in cancellation of the Contract. For any District order, if the Vendor 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 Vendor for the difference between the contract price and the price the District pays on the open market.

The winning vendor must be willing to deliver to *all* VAPC member district sites listed in the Delivery Schedule (Exhibit B) . District specific delivery locations, frequencies and schedules will be mutually established between the winning Bidder and VAPC members after the award of the contract. Refer to Exhibit B for VAPC members' preferred delivery locations, hours of deliveries and frequency of deliveries.

69. **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 Vendor. 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 within 30 days. 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.

70. **RIGHT TO AUDIT:**
The Vendor 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. Vendors 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. Vendor shall retain all records pertaining to the contract, including but not limited to invoices and purchase orders, for five years after the conclusion of the contract

71. **SAFETY AND SECURITY:**
The Vendor 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). Vendor'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.

72. **ADDITIONAL REQUIREMENTS:**
If applicable, the Vendor must have an established "net-off invoice" billing system in place to pass-thru the value of commodities. The Vendor must have the ability to deliver ALL processed commodities and/or non-commodity items with a 10-day lead time. The Vendor 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 Vendor must have an automatic rebate system in place to efficiently handle automatic rebate programs as offered by manufacturers. The Vendor 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.

73. **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 Equal Opportunity Act, 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.

74. **ATTORNEYS' FEES:**
In the event of any dispute between the District and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

75. **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 Collective Agreements.”

76. **PIGGYBACK CLAUSE/OTHER DISTRICTS:**
For the term of the Contract and any mutually agreed extensions pursuant to this RFP, at the option of the Vendor and with approval of the Collective, 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 within the State of California may purchase identical products upon the same terms and conditions pursuant to Sections 20118 (K-12) and/or 20652 (Community Colleges) of the Public Contract Code and Education Code 17070.10. Piggybacking Districts must meet all applicable state and federal Child Nutrition Program rules and regulations. Vendor must notify the District of all Piggyback contracts, including the Piggyback district name. The Piggybacking district must receive approval from the Collective to Piggyback. The District waives its right to require such other districts to draw their warrants in the favor of the District. Subsequent purchases under the Piggyback Clause may only be up to the size and value of the awarded contract under this RFP. Subsequent buyers using this RFP shall be directly responsible to Vendor for payment and/or any other financial arrangements involving said transactions, including conducting their own cost/price analysis for products planning to purchase. The Collective is not responsible or liable for piggyback districts. Acceptance or rejection of this clause will not affect the outcome of this bid.

Please initial either “option granted” or “option NOT granted”.

Piggyback option granted: __________________

Piggyback option NOT granted: __________________

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 CFR 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 him and the District from claims under Workers Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

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

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

demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit or legal proceedings or result thereof.

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

6. **PLACEMENT OF ORDERS & LEAD TIME:**

Orders shall be issued directly to the Vendor by each member district, commencing from proposal award through the anticipated contract term of July 1, 2026 through June 30, 2027, and any contract extensions. Each member District in the Collective will place their own orders. Ordering and lead time procedures will be mutually agreed upon between Bidder and the District. The Supplier shall be required to provide to District access to and use of an online ordering system.

7. **ORDER LIABILITY:**

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

8. **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.

9. **GOVERNING LAW AND VENUE:**

In the event of litigation, the Proposal documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Ventura County.

10. **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 participating districts 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 and all participating districts in the Collective as additional insured parties 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 and each Collective member district individually as additional insured parties.

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 and each Collective member district individually as additional insured parties. The endorsement must be on ISO Form CG 20 1185 or equivalent.

11. **CAL-OSHA:**

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

12. **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 terminate 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.

13. **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 or 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 fingerprinting 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.

14. **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.

15. **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.

16. **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.

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

18. **ASSIGNMENT OF THE CONTRACT:**
No Contract awarded under this Proposal shall be assigned without the prior written approval of the District.

19. **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.

20. **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.**

21. **DELIVERY FREQUENCY:**
All prices shall be quoted FOB destination. Destination shall be the delivery site placing the order. 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, cartage, insurance, freight, or the packing of said articles is to be borne by the Vendor.

22. **INVOICING AND BILLING PERIOD:**
Unless otherwise specified, Supplier shall render invoices for materials delivered under the contract, to the

address and department as stated in the Delivery Schedule (Exhibit B). Invoices shall be submitted immediately upon delivery of items to the district.

All invoices shall include the following information:
- District purchase order number
- Supplier's name, address, and telephone number
- Supplier's invoice number and date
- Designated line for District signature
- Delivery address
- Date of delivery
- Product description for each item ordered
- Manufacturer's Product Code (MPC) for each item ordered/delivered
- Product quantity for each item ordered
- Unit and extended price for each item ordered
- Any taxes or fees listed separately.
- 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.

Oxnard Union High School District serves as the lead agency for this solicitation on behalf of the Values-Aligned Purchasing Collective (VAPC). Each participating member agency shall maintain a separate contract and customer account with the awarded vendor(s). All ordering, invoicing, and payments will be conducted directly between each school district and the winning bidder, not Oxnard Union High School District. Oxnard Union High School District shall not be responsible for member agencies' individual purchases, payments, or account balances. Oxnard Union High School District member districts may have additional terms and conditions. Any such terms and conditions will be negotiated and/or finalized directly between the awarded vendor and the individual district(s) following contract award and execution.

In the event a VAPC member terminates its participation in the VAPC and the awarded contract, the terminating Member shall remain responsible for payment to Vendors of any outstanding obligations or invoices incurred prior to the termination of their contract with the Vendor. The debts, liabilities, and obligations of any VAPC member shall not constitute debts, liabilities, or obligations of Oxnard Union High School District or any other VAPC members.

23. **QUANTITIES:**

Quantities shown are estimated usages of the District for the proposal period. The District reserves 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.

24. **PURCHASES OUT OF CONTRACT:**

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

25. **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.

26. **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.

27. **REPORTS:**

The chosen Vendor must have systems to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Statements reflecting details of purchased goods, credits, and returns or damaged goods by school are expected, including items, quantities, and pricing. Monthly statements shall be emailed to the Member Point of Contact in Exhibit B by the 10th day of the following month.

The Lead Agency - Oxnard Union High School District shall receive statements (velocity reports) for all goods purchased twice per contract year for all purchases **made by each member (every district) of the Collective**. The report should be broken down by each member district i.e. spend by each school district per product as listed on the pricing worksheet list and any newly added items, by school site. The bi-annual velocity reports shall also contain purchasing data related to any purchases conducted through Piggybacking by area agencies. The report should be produced in an Excel or Google Sheet. Detailed reports by site and consolidated reports by district are required in order for the bidder to be considered responsible.

The chosen Vendor must email monthly statements to any Third-party authorized by OUHSD including, but not limited to, consultants and non-profit organizations partnering with OUHSD VAPC. These statements will be used for procurement planning, reporting compliance, and improving programming. The statements must include pricing if requested and must be sent within a week of the request. Additionally, if the Vendor provides the District with access to an online velocity report or purchasing history system they must provide equal access to these systems for any Third-party authorized by the OUHSD.

28. **CERTIFICATIONS:**

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

Civil Rights

The Vendor shall comply with the Equal Opportunity Act, 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.

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.

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.

Lobbying Activities
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.

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.

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.

Non-Collusion Declaration

Iran Contracting Act Certification

Drug Free Workplace Certification

Alcoholic Beverages and Tobacco Free Workplace Certification

Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

Worker Compensation Certification

Clean Air and Water Certification

Fingerprint Clearance Certification

PRU-21 China Prohibition Certification

Buy American Provision Certification

EVALUATION AND AWARD

TECHNICAL AND PRICE EVALUATION FOR RESPONSIVE PROPOSALS

PROPOSAL EVALUATION CRITERIA

Proposals 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 135points.

Evaluation Criteria	**Description and Points Awarded**	**Points Based On**	**Max. Points**
Price	**100%** of Max Points: Lowest-priced bid. **80%** of Max Points: Second lowest-priced bid. **60%** of Max Points: Third lowest-priced bid.	Bidder Submitted Proposal Worksheet (Exhibit A)	30
Traceability	**100%** of Max Points: Bidder can currently produce reports to show % of local products provided, including farm name and origin of all ingredients in multi-ingredient products. This information can be provided on each invoice. **80%** of Max Points: Bidder can currently produce reports to show % of local products provided. **0%** Points: Bidder does not meet the specified criteria.	Responses to Questions Labeled "Traceability" in Vendor Questionnaire	10
Delivery Specifications	**100%** of Max Points: Ability to deliver within the District's designated time/days. **75%** of Max Points: Ability to deliver within District's designated time but on alternate delivery days. **0%** Points: Unable to meet District's designated delivery time/days.	Reference Forms Responses to Questions Labeled "Delivery" in Vendor Questionnaire	10
Food Safety	**100%** of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan including a Pest Control Policy, and Food Recall Procedures that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: -Bidder's staff are properly and regularly trained in current safety procedures, -Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.	HACCP Plan or Food Safety & Security Program Submitted With Proposal Responses to Questions Labeled "Food Safety" in Vendor Questionnaire	5

<table>
<tr><td></td><td>-If needed, Bidder’s record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin.
-Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.
-Bidder’s distribution facility is registered with the Food and Drug Administration and meets the Food Safety Modernization Act standards.

0 Points: Unable to meet or provide above specified criteria.</td><td></td><td></td></tr>
<tr><td>Local Preference</td><td>100% of Max Points: All items proposed in the Proposal Worksheet meet Collective’s Tier 1 Local Definition.

75% of Max Points: All items proposed in the Proposal Worksheet meet Collective’s Tier 1 or Tier 2 Local definitions.

50% of Max Points: All items proposed in the Proposal Worksheet meet Collective’s Tier 1 or Tier 2 definitions.

0 Points: Bidder does not meet the specified criteria.</td><td>Responses to Questions Labeled "Local Preference - " in Vendor Questionnaire</td><td>20</td></tr>
<tr><td>Service Quality and Reliability</td><td>100% of Max Points: Proven ability to provide excellent service as demonstrated Participating School Districts’ previous experience & Vendor questionnaire that show:
Procedure in place to notify individual Participating School Districts of any substitutions, back orders, or recalls promptly
Offers online ordering with lead times less than 4 weeks
Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times
Ready access to decision-making executives and assigned point of contact.
Fully staffed delivery driver support
Interest in and commitment to building a mutually beneficial relationship for the Collective and Vendor focused on Values-Aligned Foods procurement.
0 Points: References and/or Vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</td><td>Responses to Questions Labeled “Service Quality and Reliability" in Vendor Questionnaire</td><td>10</td></tr>
</table>

Food System Equity (Minority or Woman or Disabled Veteran-Owned Business)	**100% of Max Points:** Bidder qualifies as a Majority Minority and/or Woman and/or Disabled Veteran-Owned Business. **0 Points:** Bidder does not meet the specified criteria.	Responses to Questions Labeled "Equity" in Vendor Questionnaire	5
Food System Equity (Small Business)	**100% of Max Points:** Bidder meets the Collective definition of a small business. **0 Points:** Bidder does not meet the specified criteria.	Responses to Questions Labeled "Equity" in Vendor Questionnaire	5
Local Business Preference	**100% of Max Points:** Bidder's business is located in Santa Barbara or Ventura County. **0 Points:** Bidder does not meet the specified criteria.	Responses to Questions Labeled "Local Business" in Vendor Questionnaire	5
Values-Aligned Foods	**100% of Max Points:** Responses indicated that the vendor carries the values-aligned products as specifications described in the pricing spreadsheet. Alternative items suggested are actually equal in quality, sustainability standards and farm or business ownership structures.Vendor demonstrated a genuine commitment to sourcing food from organizations and producers that are local, family owned, sustainable, artisanal, disadvantaged, LGBT, Veteran, Woman, Minority, Non-Profit owned/controlled as evidenced from questionnaire responses and number of SKUs carried. **50% of Max Points:** Responses indicated that the vendor carries some of the values-aligned products as specifications described in the pricing spreadsheet. Some alternative items suggested are equal in quality, sustainability standards and have similar farm or business ownership structures. Vendor demonstrated a limited commitment to sourcing food from organizations and producers that are local, family owned, sustainable, artisanal, disadvantaged, GLBT, Veteran, Woman, Minority, Non-Profit owned/controlled as evidenced from questionnaire responses and number of SKUs carried. **0 Points:** Responses indicated that the vendor carries a very limited number of the values-aligned products as specifications described in the pricing spreadsheet. The alternative items suggested do not equal in	Responses to Questions Labeled "Values-Aligned Foods" in Vendor Questionnaire	20

	quality, sustainability standards and have similar farm or business ownership structures. Vendor did not demonstrate a commitment to sourcing food from organizations and producers that are local, family owned, sustainable, artisanal, disadvantaged, GLBT, Veteran, Woman, Minority, Non-Profit owned/controlled as evidenced from questionnaire responses and number of SKUs carried.		
Direct Producer Relationships	**100% of Max Points:** Bidder has at least 2 Direct Producer Relationships according to the Collective definition and has listed them in the Vendor Questionnaire. Bidder is willing and able to build new Direct Producer Relationships throughout the contract period and has a plan for building and sustaining mutually beneficial relationships for the Collective, Producer, and Vendor. **50% of Max Points:** Bidder has 1 Direct Producer Relationship according to the Collective definition and has listed them in the Vendor Questionnaire. Bidder is willing and able to build new Direct Producer Relationships throughout the contract period and has a plan for building and sustaining mutually beneficial relationships for the Collective, Producer, and Vendor. **0 Points:** Bidder does not meet specified criteria.	Responses to Questions Labeled “Direct Producer Relationships” in Vendor Questionnaire	10
Reporting Systems	**100% of Max Points:** Bidder has systems in place to provide Collective Districts reports on velocity, usage, and average cost per item for all ordered products. **0 Points:** Bidder does not meet specified criteria.	Responses to Questions Labeled “Reporting Systems” in Vendor Questionnaire	5
Total Points			135

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(s) based on the Bidder submission(s) that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews (if needed) may be requested by the evaluation panel. 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. **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). Collective member districts, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Contractors or parties to subcontracts. Collective member districts maintain written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

2. **NON-EXCLUSIVITY AND MULTIPLE AWARDS:**

Any Contract resulting from this RFP is non exclusive. The 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.

3. **DISQUALIFICATION:**

Bidders 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.

4. **SMALL BUSINESS, CERTIFIED B-CORP, AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE):**

The District, in an effort to encourage small businesses, certified B-Corp businesses, and 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.

The Collective defines a small business as a for-profit business that is independently owned and operated and is not dominant in its field on a national basis.

5. **AWARD OF CONTRACT:**

In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible and Responsive Bidders(s) whose Proposal(s) is/are awarded the most points according to the evaluation criteria stated in this RFP.

6. **FORMATION OF CONTRACT:**

An RFP does not become a contract unless and until it is accepted by the District after approval of award by the District Board of Trustees. The Service Agreement (Attachment A) is provided in this RFP for Bidder reference and is expected to be executed upon award of contract. Bidders shall complete and submit the Service Agreement with their Proposal. **No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Order in the name of the Vendor(s).** The District does not sign Vendor contract forms. In the event that the District awards a Contract 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 Contract to an alternate Vendor.

Contracts resulting from this solicitation will be executed directly between the awarded vendor(s) and each participating member district following contract award. Oxnard Union High School District, acting on behalf of the Collective, will not hold or administer contracts for member districts, will not place orders on their behalf, and will not be responsible for invoicing or payment processes.

Awarded vendor(s) shall coordinate directly with each participating member district to establish delivery schedules, ordering procedures, and any district-specific operational details consistent with the terms and conditions of this RFP.

Following the award, the Collective will provide awarded vendor(s) with contact information for each participating member district to facilitate the execution of individual agreements. All such agreements must align with and incorporate the terms, conditions, and pricing established through this solicitation.

VENDOR QUESTIONNAIRE

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

1. **Delivery -** Will you be able to meet the delivery specifications made in this RFP? If not, what modifications would you make?

2. **Service -** Please describe your ordering procedures including order lead time.

3. **Service -** Do you have volume or cost order minimums? If Yes, please describe.
   a. __Yes __No

4. **Service -** Who will be the primary contact for Collective Districts at your business for questions regarding orders and products? Please include contact name, phone number, and email address.

5. **Service -** What is your process for notifying customers of substitutions and shortages?

6. What is your process for notifying customers of product recalls?

7. **Service** - How do you provide product nutrition labels and nutrition information to your customers? Please describe how customers can access nutrition information for each product.

8. **Health & Safety -** Do you have a HACCP Plan and/or Food Safety and Security Plan in place?
    a. __Yes __No

9. **Health & Safety -** Do you have Product Recall Procedures in place? What are your procedures and processes for notifying customers of product recalls?
    a. __Yes __No

10. **Health & Safety -** Do you have a Pest Control Policy in place?
    a. __Yes __No

11. **Health & Safety -** Is your facility registered with the Food and Drug Administration? 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.
    a. __Yes __No

12. **Artificial Trans Fat** - Do any of the products you proposed in the Proposal Worksheet (Exhibit A) contain artificially manufactured trans fats? (Required, Unscored)
    a. Yes __No

13. **Reporting Systems -** Do you have systems in place to meet the reporting needs per section 27 "REPORTS" of General Conditions in this RFP? (Required. Unscored)
    a. __Yes __No

    If Yes, please describe how Districts can access this information.

14. **Values-Aligned Supplier Preference** - How many of your primary suppliers of the products you bid on come from a certified B-Corp and/or employee-owned business model? Check one of the below.
    a. ___ All primary suppliers of products I bid on come from a certified B-Corp and/or an employee-owned business.
    b. ___Some primary suppliers of products I bid on come from a certified B-Corp and/or an employee-owned business.

15. **Values-Aligned Foods -** Please describe this organization's commitment to values-aligned foods (organic food, regenerative, grown on/or made by such businesses). Provide examples of what business approaches this organization has implemented to support the sale of such foods (loans to small farmers, no slotting fees, reduce minimum sales required for an item). Please explain in detail.

16. **Values Aligned Foods -** If you are a broadliner or distributor of other businesses products and if awarded the bid would you be interested in and willing to add new (products you do not currently offer) minimally processed products that meet the Collective values at the request of the Collective?

a. ___Yes ___No

Please describe the process for the District and you as the Vendor for adding new Values Aligned products.

17. **Values Aligned Foods -** If you are a broadliner or distributor of other businesses products insert below **the number of SKUs** stocked in your system at this time for the following food items:
    - Certified organic products:____
    - Products containing certified organic ingredients:____
    - Regenerative Organic Certified products:_______
    - Products containing regeneratively grown ingredients: _____
    - Products containing 100% California grown/made ingredients:____
    - Products manufactured or processed in Santa Barbara or Ventura counties:____
    - Products manufactured or processed in California:____
    - Products made by Small Business(es), certified B-Corp or Employee Owned Co-ops:____

18. **Traceability -** What systems and processes do you have in place for tracking and labeling local products? This may include products containing local ingredients or products locally processed or manufactured. Please describe current reporting/tracking mechanisms below.

19. **Direct Producer Relationships -** How many Direct Producer Relationships do you have as a Vendor according to the Collective definition: A relationship between the Vendor and a producer (Farm, Artisan, small business) in which there is two-way open communication, cooperation, and mutual commitment to increasing availability of the producer's products through the Vendor.

    ___Number of Direct Producer Relationships

    List the business names of the Producers included in the number above:

20. **Direct Producer Relationships -** Are you able and willing to build new Direct Producer Relationships according to the Collective definition throughout the duration of the Contract?

    a. __Yes __No

    If Yes, how many Direct Producer Relationships could you sustainably build over the contract period?

Describe how you would build new Direct Producer Relationships including outreach strategy, involvement of Collective Districts, and goals of the relationships.

21. **Local Business -** Is your business located in Santa Barbara or Ventura county?
    a. __Yes __No

22. **Equity -** Is your business a minority and/or woman and/or disabled veteran-owned? (At least 51% of the business must be minority-, woman- or disabled veteran-owned to qualify.)
    a. __Yes __No

23. **Equity -** Are you a small business according to the Collective definition: A for-profit business that is independently owned and operated and is not dominant in its field on a national basis.
    a. __Yes __No

<u>PROPOSAL FORM</u>

RFP #724 Values-Aligned Protein

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

The undersigned, having carefully examined the PROPOSAL INSTRUCTIONS and CONDITIONS, GENERAL CONDITIONS, DELIVERY SCHEDULE & CONTACT INFORMATION and entire RFP package, hereby proposes to furnish and deliver said supplies in accordance with prices provided on the attached itemized PROPOSAL WORKSHEET EXHIBIT A:

Terms: ________________ Delivery Time ARO: _________________________
(after receipt of order)

Note: PROPOSAL WORKSHEET (Exhibit A) must be initialed where indicated to be valid. Proposal Worksheet spreadsheet must be submitted as an Excel or Google Sheet format.

The undersigned has thoroughly examined any and all Addenda issued during the Proposal period and acknowledges receipt of the following Addenda:
ADDENDUM NO. _____ ADDENDUM NO. _____ ADDENDUM NO. _____ ADDENDUM NO. _____

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 they 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 and that , whose title is, 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____Type of Organization __________________

Phone Number__________________________________ Email____

Signature _____________________________ Print Name/Title: _______________________________________

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 moving and storage 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 material 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 three (3) current customers (K-12 school districts you are currently contracted with) with requirements similar to the needs of the Collective.

4. FAILURE TO FURNISH THE REFERENCES *(IN THE COMPLETE FORMAT REQUIRED IN THE REFERENCE FORM HEREIN)* MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

REFERENCE FORM

(Provide 3 references)

Reference #1:

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Volume of Orders	
Is this a client you are currently serving? (Select Yes or No)	__Yes, This reference is a current client __No, This reference is not a current client

Reference #2:

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	

Annual Dollar Volume of Orders	
Is this a client you are currently serving? (Select Yes or No)	__Yes, This reference is a current client __No, This reference is not a current client

Reference #3:

Client Name and Address	
Contact Name, Telephone Number, and Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Volume of Orders	
Is this a client you are currently serving? (Select Yes or No)	__Yes, This reference is a current client __No, This reference is not a current client

PROPOSAL WORKSHEET - Exhibit A

This exhibit is provided as a separate spreadsheet.

Click here to get to the Proposal Worksheet: https://docs.google.com/spreadsheets/d/1BZs2o70-3KxT5Et8WzN02IXR5pn2iWvo9nAnxSjDJq8/edit?usp=sharing

Please note, the worksheet must be submitted in Excel or Google Sheet format. The Proposal Worksheet is protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Click “File” in the top left corner.
2. Choose “Make a Copy”.
3. When saving the copy add your company name to the front (before RFP name) of the file name.
4. Enter your data into the **YELLOW CELLS ONLY** on your copy of the document if you are **proposing the exact product specified** for the example Brand/Producer listed.

   Enter your data into the **BLUE CELLS ONLY** if you are **proposing an equivalent product**, including equivalent brand/producer or different pack size.
5. Submit the completed Proposal Worksheet with your proposal in Excel or Google Sheet format.
6. Some columns are hidden please do not "unhide" them nor add any information to hidden cells.

Please initial each paragraph and return this form with your proposal.

*I understand that I need to complete all yellow OR all blue cells for each product line item my business is bidding on. Blank or partially completed cells for a line item will be considered “no bid”.
Initial: _____

*I understand that where a brand/producer name is listed in column E, a bidder is welcome to propose an "or equivalent" product by adding information to cells in columns V, W, X, Y, and Z instead of to cells in columns S, T, and U.
Initial:_____

*I understand that the notes column in the Proposal Worksheet should be used to indicate if the item I am bidding is a special order, has volume discounts, is a market item, or is an alternative to what was listed. I understand that all items will be expected to be stocked and available for delivery on the next delivered order unless they are noted as special order.
Initial: ____

*I understand that the completed Proposal Worksheet may be submitted in PDF version but MUST also be submitted in spreadsheet format (Excel or Google Sheet). I understand this sheet is not to be edited by the Bidder, nor will the Bidder be given editing permissions.
Initial: _____

*I understand that quantities provided are approximate, and no guarantee is made that the Districts will purchase each item in the exact quantities as listed here. The Districts will do their best to adhere to these estimates, but menus are subject to change. The Districts will make every effort to inform the winning Vendor if

menus change in a way that would warrant large increases or decreases in the estimates listed in the Proposal Worksheet.
Initial:_____

DELIVERY SCHEDULE - Exhibit B

Successful Vendors will contact each Collective member district below to set up delivery schedules after a contract is awarded.

OXNARD UNION HIGH SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
Adolfo Camarillo - 4660 Mission Oaks Blvd Camarillo CA 93012	Tuesday	6:00 AM - 1:30 PM	
CAPE Charter School (DAIRY DELIVERY ONLY) - 777 Aileen Street Camarillo CA 93010	None		
Channel Islands - 1400 Raiders Way Oxnard CA 93030	Tuesday	6:00 AM - 1:30 PM	
Del Sol - 1975 Camino Del Sol Oxnard CA 93030	Tuesday	6:00 AM - 1:30 PM	
Frontier (DAIRY DELIVERY ONLY) - 545 Airport Way Camarillo CA 93010	None		
Hueneme - 500 Bard Rd Oxnard CA 93033	Tuesday	6:00 AM - 1:30 PM	
Oxnard - 3400 W. Gonzales Rd Oxnard CA 93030	Tuesday	6:00 AM - 1:30 PM	
Pacifica - 600 E Gonzales Rd Oxnard CA 93030	Tuesday	6:00 AM - 1:30 PM	
Rancho Campana - 4235 Mar Vista Dr Camarillo CA 93010	Tuesday	6:00 AM - 1:30 PM	
Rio Mesa - 545 Central Avenue Oxnard CA 93030	Tuesday	6:00 AM - 1:30 PM	
Point of contact for delivery delays, etc.	Alyssa Burgers, alyssa.burgers@oxnardunion.org		

CARPINTERIA UNIFIED SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
District Warehouse - 5400 8th St. Carpinteria, CA 93013			
Point of contact for delivery delays, etc.	Michelle Hernandez - michelle.hernandez@cusd.net		

CONEJO VALLEY UNIFIED SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
Park Oaks - Central Kitchen - 2401 Los Felix Drive Thousand Oaks CA 91362	Mon- Thurs	6:00 am-1:30 pm	none
Colina Middle School -	Mon- Thurs	7:30 am-12:30 pm	none

1500 E Hillcrest Drive Thousand Oaks CA 91360			
Los Cerritos Middle School - 2100 Avenida de las Flores Thousand Oaks CA 91360	Mon- Thurs	7:30 am-12:30 pm	none
Newbury Park High School - 456 Reino Road Newbury Park CA 91320	Mon- Thurs	6:30 am-12:30 pm	none
Redwood Middle School - 233 Gainsborough Road Thousand Oaks CA 91360	Mon- Thurs	7:30 am-12:00 pm	none
Sequoia Middle School - 2855 Borchard Road Thousand Oaks CA 91320	Mon- Thurs	7:30 am-12:00 pm	none
Sycamore Middle School - 4601 Via Rio Newbury Park CA 91320	Mon- Thurs	7:30 am-11:30 pm	none
Thousand Oaks High School - 2323 Moorpark Road Thousand Oaks CA 91360	Mon- Thurs	6:30 am-12:30 pm	none
Westlake High School - 100 N Lakeview Canyon Road Westlake Village CA 91361	Mon- Thurs	6:30 am-12:30 pm	none
Point of contact for delivery delays, etc.	Sarah Phillips sphillips@conejousd.org 805-732-8124		

GOLETA UNION SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
Central Kitchen - 401 N. Fairview Avenue Goleta CA 93117	Monday-Friday	6:30 am-1:30 pm	none
Point of contact for delivery delays, etc.	Joe Beavers jbeavers@gusd.us 805-681-1200 ext. 2256		

OAK PARK UNIFIED SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
Brookside Elementary - 165 Satinwood Avenue, Oak Park, CA, 91377	Mon or Tues	6am - 1pm	M-F 8am-8:45am and M, T, Th, F 1:45pm-2:45pm and Wed 11:45am-12:45pm
Medea Creek Middle School - 1002 Doubletree Road, Oak Park, CA, 91377	Mon or Tues	6am - 1pm	
Oak Hills Elementary - 1010 Kanan Road, Oak Park, CA, 91377	Mon or Tues	6am - 1pm	M-F 8am-8:45am and M, T, Th, F 1:45pm-2:45pm and

			Wed 11:45am-12:45pm
Oak Park High School - 899 Kanan Road, Oak Park, CA, 91377	Mon or Tues	6am - 1pm	
Red Oak Elementary - 4857 Rockfield Street, Oak Park, CA, 91377	Mon or Tues	6am - 1pm	M-F 8am-8:45am and M, T, Th, F 1:45pm-2:45pm and Wed 11:45am-12:45pm
Point of contact for delivery delays, etc.	Katherine Adams, kadams@opusd.org, 818-735-3203		

OCEAN VIEW SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
Ocean View Jr. High - 4300 Olds Road Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
Laguna Vista Elementary - 5084 Etting Road Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
Mar Vista Elementary - 2382 Etting Road Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
Tierra Vista Elementary - 2001 Sanford Street Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
Ocean View early Education School - 4600 Olds Road Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
OVSD Warehouse - 2310 Etting Rd Oxnard CA 93033	Mon or Tuesday	6:30am-10:30am	none
Point of contact for delivery delays, etc.	Patience Boulais pboulais@oceanviewsd.org Cell: 805-248-3731 Office: 805-488-4441 ext 2745		

OXNARD ELEMENTARY SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**
San Miguel School - 2400 South J Street Oxnard CA 93030			
Christa McAuliffe School - 3300 West Via Marina Avenue Oxnard CA 93035			
Dennis McKinna School - 1600 South N. Street Oxnard CA 93033			

Elm Street Elementary School - 450 East Elm Street Oxnard CA 93033			
Emilie Ritchen School - 2200 Cabrillo Way Oxnard CA 93030			
Marina West School - 2501 Carob Street Oxnard CA 93035			
Norma Harrington School - 451 E. Olive Street Oxnard CA 93033			
Norman R. Brekke School - 1400 Martin Luther King Jr. Drive Oxnard CA 93030			
Ramona School - 804 Cooper Road Oxnard CA 93030			
Rose Avenue School - 220 South Driskill Street Oxnard CA 93030			
Sierra Linda School - 2201 Jasmine Street Oxnard CA 93036			
Cesar Chavez School - 301 North Marquita Street Oxnard CA 93030			
Driffill School - 910 South E Street Oxnard CA 93030			
Lemonwood School - 2001 San Mateo Place Oxnard CA 93033			
Thurgood Marshall School - 2900 Thurgood Marshall Drive Oxnard CA 93036			
Bernice Curren School - 1101 North F Street Oxnard CA 93030			
Juan Lagunas Soria - 3101 Dunkirk Drive Oxnard CA 93035			
Kamala School - 634 West Kamala Street Oxnard CA 93033			
Fremont Academy of Environmental Science & Innovative Design - 1130 North M Street Oxnard CA 93030			
Frank Academy of Marine Science and Engineering - 701 North Juanita Avenue Oxnard CA 93030			
Dr. Manuel M. Lopez Academy of Arts and Sciences - 647 West Hill Street Oxnard CA 93033			
Point of contact for delivery delays, etc.	Jason Corona: jcorona@oxnardsd.org (805) 385-1501 Ex 2433		

SANTA PAULA UNIFIED SCHOOL DISTRICT			
Delivery Address **Site Name and Address**	**Preferred Day of Delivery**	**Preferred Time of Delivery**	**Delivery Restrictions**

Barbara Webster Elementary- 1150 Saticoy St Santa Paula CA 93060	Monday	7:00am-10:00am	Drop off and pick up time
Blanchard Elementary- 115 Peck Rd Santa Paula CA 93060	Monday	7:00am-10:00am	
Glen City Elementary- 141 South Steckel Dr Santa Paula CA 93060	Monday	7:00am-10:00am	
Grace Thille Elementary- 1144 E Ventura St Santa Paula CA 93060	Monday	7:00am-10:00am	
CNS Warehouse - 607 E Ventura St Santa Paula CA 93060	Mon-Fri	7:00am-2:00pm	
Isbell Middle School - 221 South 4th St Santa Paula CA 93060 (Deliver to entrance on Harvard St.)	Monday	7:00am-10:00am	
McKevett Elementary- 955 Pleasant St Santa Paula CA 93060	Monday	7:00am-10:00am	
Thelma Bedell Elementary- 1305 Laurel Rd Santa Paula CA 93060	Monday	7:00am-10:00am	
Santa Paula High School - 404 North Sixth Street Santa Paula CA 93060	Monday	7:00am-10:00am	
Point of contact for delivery delays, etc.	Suzanne Stamp, sstamp@santapaulausd.org, 805-933-8838		

NON COLLUSION DECLARATION

(Public Contract Code section 7106)
(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the ______________________ of _________________, 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:____

Typed Name of Officer: ____

Title of Officer: ____

Company Name:____

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

_______________[date], at _________________[city], ___________[state].

EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION

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 ____

____(Company)

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

Contractor:______________________________

Signature ________________________________

Printed Name: ________________________________

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, Collective 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) ______		
Printed Name and Title: ______	Signature: ______	Date: ______

Name of School Food Authority:	Agreement Number:

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:	2. Status of Federal Action:	4. Report Type:
Contract Î Grant Î Î Collective Agreement Loan Î Î Loan Guarantee Î Loan Insurance	Î Proposal/offer/application Î Initial award Î Post-award	Î Initial filing Î 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 13. Form of Payment (check all that apply): Cash Î Î In-kind; specify: __________________ Nature Î __________________ Value Î	12. Type of Payment (check all that apply): ❑ Retainer ❑ One-time fee ❑ Commission ❑ Contingent fee ❑ Deferred ❑ Other; specify: _______________________________
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: Yes No	

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:________________________ Print Name: _________________________ Title: ______________________________ Telephone No: (________)___________ Date:_________
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or 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

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)

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

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

____
Name of School Food Authority

____
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

___________________________________ ______________________________________
Company Name Address

____ _______________ _________ Date
Printed Name Title Signature

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.

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

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.

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

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 contact 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: ________________________

CONTRACTOR: _________________________________

BY (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.

BY (SIGNATURE):___________________________________

DATE: _______________________

CONTRACTOR: ________________________________

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more or 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

____
Type Name of Above

____
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.)

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.

____
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 Vendor.

_______________________________	_______________________________	____________________
Authorized Representative Signature	Title	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 ____
(Type or Print Complete Legal Name of Company)

By ____ _______________
(Signature) (Date)

Name ____
(Type or Print)

Title ____

CERTIFICATION REGARDING PRU-21 CHINA PROHIBITION CONSOLIDATED APPROPRIATIONS ACT

(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 ____ (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).

___________________________________	_________________________	__________________
Authorized Representative Signature	Title	Date

BUY AMERICAN PROVISION CERTIFICATION

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at OUHSD to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports OUHSD working with local, or small, minority, and woman-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to OUHSD located in the forty-eight contiguous United States and is one of the procurement standards OUHSD Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by OUHSD.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the weight of domestic components must exceed 51% percent of the weight of all the components.

“We certify that our food products were manufactured in the United States and have at least 51% U.S. contents.”

Date ____________________________

Vendor Name _________________________________

Completed By _________________________________

Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

(1) Alternative substitute(s) that are domestic and meet the required specifications:
- (a) Price of the domestic food alternative substitute(s); and
- (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

(a) Price of the domestic food product; and

(b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2025–26, per USDA regulations, OUHSD shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we ____, certify that only domestic commodity or food/beverage products will be supplied to OUHSD unless all are true:

a) mutually agreed upon and pre-approved by OUHSD

b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract

c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

____

Signature Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District. OUHSD will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between OUHSD and the Vendor and documented.

SERVICES AGREEMENT - ATTACHMENT A

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

Oxnard Union High School District

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 _______________ (hereinafter referred to as "Provider.") LEA and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider Telephone Number

Street Address E-mail Address

City, State, Zip code Tax Identification or Social Security Number

Services

Values-Aligned Protein Products, including delivery

Description of Services

7/1/26 – 6/30/27 District Cafeterias Date(s) of Service Hour(s) of Service Location

Fees

Compensation for Services for dates of service $ Total not to Exceed $ ❑ 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. <u>Commercial General Liability Insurance</u>. 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. <u>Automobile Liability</u>. 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. <u>Workers' Compensation Insurance</u>. 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. <u>Certificates of Insurance.</u> 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: ________________________

Contractor

Site Administrator Signature: ____
Date:_______________________

Local Educational Agency Approval

LEA Administrator Signature:____

Date:__________________________