



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

April 15, 2020

**Rio School District
Conference Room
1800 Solar Drive
Oxnard, CA 93030**

**JOHN D. PUGLISI, Ph. D.
Superintendent**

**Board of Education
Linda Armas, President
Eleanor Torres, Clerk
Joe Esquivel
Felix Eisenhauer, DMA
Edith Martinez-Cortes**

2.0



**Wednesday, April 15, 2020
RSD Regular Board Meeting**

**Rio School District
1800 Solar Drive
Oxnard, CA 93030
Also available by Teleconference**

1. Open Session 5:00 p.m.

- 1.1 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

2. Approval of the Agenda

- 2.1 Agenda Correction, Additions, Modifications
- 2.2 Approval of the Agenda

3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

- 4.1 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.
- 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.3 Public Employee Discipline/Dismissal/Release [Gov. Code 54947]
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/2020 and 2020/2021; and Superintendent

5. Reconvene Open Session 6:00 p.m.

- 5.1 Report of Closed Session

6. Communications

- 6.1 Acknowledgement of Correspondence to the Board
- 6.2 Board Member Reports
- 6.3 Organizational Reports-RTA/CSEA/Other
- 6.4 Superintendent Report

6.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. Publi

7. Information

7.1 Business Services Report

7.2 Educational Services Report

7.3 School and Systems Improvement

8. Discussion/Action

8.1 Resolution 1920/40 Rio School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 3, 2020

8.2 Approve Opening Yearly List to Pre-Qualified Bidders

8.3 Declaration of Need - Provisional Internship Permit

8.4 2020/2021 Academic Calendar

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Board Meeting of March 18, 2020

9.3 Ratification of the Commercial Warrant for March 6, 2020 through March 26, 2020.

9.4 April 2020 Personnel Report

9.5 Approval of Request For Bid #20-CNS-002 – Food and Grocery Products

9.6 Approval of a Two (2) Month Contract for 250 Hotspots for Student Learning from Home

9.7 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Plaza from KBZ Architects, Inc.

9.8 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Del Valle from KBZ Architects, Inc.

9.9 Approval of Proposal for the Rio Del Norte HVAC Project from KBZ Architects, Inc.

9.10 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Lindo from KBZ Architects, Inc.

9.11 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Real from KBZ Architects, Inc.

9.12 Approval of Proposal for the Campus-Wide Fire Alarm at Rio Real from KBZ Architects, Inc.

9.13 Approval of Proposal for the Campus-Wide Fire Alarm at Rio Plaza from KBZ Architects, Inc.

9.14 Ratification of Change Order from Parker Brown for additional work at District Office

9.15 Approval of proposal from Channel Islands Roofing for the upper and lower roof sections at Rio Lindo

- 9.16 Approval of Rio Real Running Track/Trail Bid Award
- 9.17 Approval of Bid for Rio Del Sol Play Structure
- 9.18 Approval of Award of Bid for the Rio Lindo Campus-Wide Fire Alarm to Venco Electric.
- 9.19 Request for approval of Credit Change Order from Channel Islands Roofing
- 9.20 Approval of Resolution No. 1920/44 Notice of Completion for Center Glass RDV Window Replacement
- 9.21 Request for approval from RND Contractors, Inc. for a CREDIT change order
- 9.22 Approval of Notice of Change Order 4.2 with Standard Drywall for Rio Del Sol
- 9.23 Approval of Change Order 5.1 from K&Z Cabinets for Rio Del Sol
- 9.24 Approval of Change Order 13.1 from ACH Mechanical Contractors for Rio Del Sol
- 9.25 Approval of Notice of CREDIT Change Order 14.3 from Venco Electric for services at Rio Del Sol
- 9.26 Approval to allow the Superintendent to award bid for the Kitchen Hood Replacement at Rio Plaza .
- 9.27 Rio del Valle PA system upgrade

10. Organizational Business

- 10.1 Future Items for Discussion
- 10.2 Future Meeting Dates: May 20, 2020

11. Adjournment

- 11.1 Adjournment

4.1

**Agenda Item Details**

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Conference with Real Property Negotiators, pursuant to Government Code 54956.8 Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

4.2



Agenda Item Details

Meeting Apr 15, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 15, 2020 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.3 Public Employee Discipline/Dismissal/Release [Gov. Code 54947]
Access Public
Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Apr 15, 2020 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/2020 and 2020/2021; and Superintendent

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.4



Agenda Item Details

Meeting Apr 15, 2020 - RSD Regular Board Meeting
Category 6. Communications
Subject 6.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Corona Virus Plan

Administrative Content

Executive Content

7.1

**Agenda Item Details**

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	7. Information
Subject	7.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale: Mr. Saleh will update the Governing Board on the following topics:

- Facilities Master Plan

Administrative Content**Executive Content**

7.2

**Agenda Item Details**

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	7. Information
Subject	7.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:

- Special Education Report

Administrative Content**Executive Content**

7.3

**Agenda Item Details**

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	7. Information
Subject	7.3 School and Systems Improvement
Access	Public
Type	

Public Content

Speaker: Carolyn Bernal. Ed.D

Rationale:

Dr Carolyn Bernal, Assistant Superintendent of School and Systems Improvement, will report on the following

- Dual Immersion Update

Administrative Content**Executive Content**

8.1



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Resolution 1920/40 Rio School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 3, 2020
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 1920/40 Rio School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 3, 2020

Public Content

Speaker: Superintendent Puglisi

Rationale:

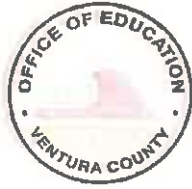
Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the **Second Friday in December 2020**. The County Superintendent of Schools' has adopted Resolution No. 20-01 which consolidates your Governing Board Member Election with all other elections held in your district on November 3, 2020.

[VCOE Consolidating Elections 2020.pdf \(985 KB\)](#)

[District Resolution Orders Rio \(1\).pdf \(84 KB\)](#)

Administrative Content

Executive Content



**RESOLUTION NO. 20-01 of the
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,
COUNTY BOARD OF EDUCATION AND
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS
IN VENTURA COUNTY, CALIFORNIA
TO BE HELD ON TUESDAY, NOVEMBER 3, 2020**

WHEREAS, Election Code Section 1302(b) requires a Board Member election be held on November 3, 2020, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the second Friday in December next succeeding the election; and

WHEREAS, Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

WHEREAS, Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

WHEREAS, Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and

WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 3, 2020;

FURTHERMORE, Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

FURTHERMORE, I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of March, 2020.



Stanley C. Mantooth
Ventura County Superintendent of Schools

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF
EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER
ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 3, 2020**

District	Elections
Briggs Elementary	(2) Regular Term Vacancies
Conejo Valley Unified	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #5
Fillmore Unified	(2) Regular Term Vacancies
Hueneme Elementary	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #4
Mesa Union Elementary	(2) Regular Term Vacancies
Moorpark Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #4 Trustee Area # 5
Mupu Elementary	(1) Regular Term Vacancy
Oak Park Unified	(2) Regular Term Vacancies
Ocean View	(2) Regular Term Vacancies
Ojai Unified	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #4
Oxnard Elementary	(2) Regular Term Vacancies Trustee Area #1 Trustee Area #4
Oxnard Union High School	(2) Regular Term Vacancies
Pleasant Valley Elementary	(2) Regular Term Vacancies
Rio Elementary	(2) Regular Term Vacancies
Santa Clara Elementary	(1) Regular Term Vacancies
Santa Paula Unified	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #4 Trustee Area #5
Simi Valley Unified	(3) Regular Term Vacancies Trustee Area # A Trustee Area # B Trustee Area # C
Somis Union Elementary	(2) Regular Term Vacancies
VC Board of Education	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #5
Ventura Unified	(2) Regular Term Vacancies Trustee Area #2 Trustee Area #3
VC Community College District	(2) Regular Term Vacancies Trustee Area #3 Trustee Area #4

Resolution 1920/40
Rio School District
Ordering a Regular Governing Board Member Election,
Ordering Consolidation with Other Elections, and
Constituting "Specification of the Election Order"
to be held on November 3, 2020

WHEREAS, The Rio School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, The Rio School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 3, 2020; and

WHEREAS, Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS, Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, Pursuant to Education Code Section 5016, in the event of a tie vote, the Governing Board of the district shall call a special run-off election involving those candidates who received an equal number of votes in the Governing Board member election.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

1. The election shall be held on Tuesday, November 3, 2020.
2. The purpose of the election is to elect two regular term vacancies to the Governing Board of Rio School District.

3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code Section 10418.

The Clerk of the Board of Trustees shall cause a copy of this resolution to be delivered to the County Superintendent of Schools and the officer conducting the election at least 123 days prior to the election pursuant to Education Code Section 5322.

The County Superintendent of Schools shall cause a copy of this resolution to be delivered to the County Clerk at least 120 days prior to the date of the election.

The foregoing resolution was duly and regularly adopted by the Board of Trustees of the Rio School District this ____ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT:

 President of the Board of Trustees
 of the Rio School District

STATE OF CALIFORNIA)
) ss.
 COUNTY OF VENTURA)

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Board of Trustees of the District named therein at a duly constituted (regular) (special) meeting of said Board which was held on the ____ day of _____, 2020, as it appears upon the minutes of the said meeting.

8.2



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approve Opening Yearly List to Pre-Qualified Bidders
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	15,000.00
Budgeted	Yes
Budget Source	The District's costs will be funded out of dedicated facilities bond and related mitigation fee funds.
Recommended Action	The Board is asked to approve opening the Pre-Qualified Bidder list for qualifications.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

California Assembly Bill 1565 (AB 1565), passed in 2014 & was updated with AB 2031 (2018) states that if the governing board of the district uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 for contracts totaling \$1,000,000, that the governing board of the district shall require prospective bidders (General and MEP subcontractors) to complete and submit, to the district, a standardized prequalification questionnaire and financial statement. This pre-qualification questionnaire must meet the minimum requirements set forth by the Department of Industrial Relations (DIR) for pre-qualification.

Administrative Regulation 3311 (AR 3311) and Public Contract Code (PCC) 20111.5, state that the district may establish a procedure for prequalifying bidders on a yearly basis and may authorize that pre-qualification be considered valid for up to one calendar year following the date of the initial pre-qualification. PCC 20111.6 requires all prospective bidders to complete and submit to the governing board of a school district a standardized pre-qualification questionnaire and financial statement for board adoption.

On February 20, 2019, the Board approved the contract with Quality Bidders (Colbi Technologies) to provide an online yearly pre-qualification application process, and the District is extending this contract for another year. This resolution is announcing the application period to accept pre-qualifications is open and will close on April 30, 2020. Thereafter, the list of qualified applicants will be brought back to the Board for ratification at the May Board meeting.

Adoption of an online pre-qualification process, which is compliant with the law, will save significant District staff time by automating the pre-qualification and reference checks of all prospective bidders. In neighboring Districts, over 300 prospective bidders have gone through this online pre-qualification

process and are familiar with the process. Once eligible bidders have been notified of their approval by the Board of Trustees, their approval can be renewed annually via the same online process.

*Resolution 1920/42 contracting with Quality Bidders to provide this standardized pre-qualification application via an online system, in accordance with AB 2031 requirements. The annual service contract is for the amount of \$5,000 Dollars. The set-up fee is \$2,500, with a monthly invoiced cost of \$85 per hour to review, score and reference check each prospective bidder for Rio. The total cost of the contract will cost approximately \$15,000 a year.

[Inv_5553_from_Colbi_Technologies_Inc._1044.pdf \(163 KB\)](#)

[Rio Resolution April 2020-Adopting-Yearly Prequal-Questionnaire.pdf \(109 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

8.3



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Declaration of Need - Provisional Internship Permit
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board approve this action item for the Provisional Internship Permit for Linnae Edgeworth to serve Special Education Preschool Students for the 2019/2020 school year beginning 03/23/2020 at Rio del Mar Elementary School.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

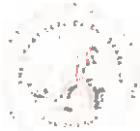
Speaker: Carolyn Bernal

Rationale: This year, we have a need for a fully credentialed Special Education Preschool teacher. There is a State-wide shortage of teachers holding this type of credential authorization. After several attempts to recruit fully-credentialed teachers via Edjoin.org, the District was unsuccessful in securing a teacher for the SPED Preschool program holding the full authorization. Ms. Linnae Edgeworth is on track to complete all requirements by 2020/2021 school year. The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

[declaration of Need L. Edgeworth.pdf \(1,018 KB\)](#)

Administrative Content

Executive Content



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: certification@state.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020/2021

Revised Declaration of Need for year: 04/01/2020

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rio School District District CDS Code: 72561

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04/15/2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Carolyn Bernal Ed.D. Superintendent of Schools and System Improvement

Name

Signature

Title

805-485-3111

04/01/2020

Fax Number

Telephone Number

Date

1800 Solar Dr. Suite 300 Oxnard, CA 93030

Mailing Address

cbernal@rioschools.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	1
TOTAL	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? ¹ _____

If yes, list each college or university with which you participate in an internship program.

National University

If no, explain why you do not participate in an internship program.

8.4



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 2020/2021 Academic Calendar
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the 2020/2021 Academic Calendar as presented.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: The 2020/2021 Academic Calendar is presented for approval.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Regular Board Meeting of March 18, 2020
Access	Public
Type	Minutes
Minutes	View Minutes for Mar 18, 2020 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
March 18, 2020
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:30 p.m.
Open Session: 6:30 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

1. Open Session 5:30 p.m.

1.1 Call to Order

President Armas called the meeting to order at 5:30 p.m.

1.2 Roll Call

Trustee Torres called the roll. Present by teleconference were President Armas, Trustees Eisenhauer and Martinez-Cortez. Trustee Torres was present in person. Trustee Esquivel was absent.

1.3 Pledge of Allegiance

President Armas led the flag salute.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Torres requested Item 10.12 Approve Authorization for the Superintendent to complete the furniture purchase for Building C for Rio del Sol be pulled for discussion. Trustee Torres also tabled items 10.13 1800 Solar Drive internet service provision, 10.15 Approval of Change Order from Standard Drywall, Inc. at Rio del Sol STEAM School, Bldg. C and 10.18 Approval of Change Order from RND Contractors, Inc. for changes at Rio Del Sol.

2.2 Approval of the Agenda

Trustee Torres requested Item 10.12 Approve Authorization for the Superintendent to complete the furniture purchase for Building C for Rio del Sol be pulled for discussion. Trustee Torres also tabled items 10.13, 10.15 and 10.18

Staff recommends approval as amended.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

There were no public comments for closed session items.

President Armas adjourned the meeting into closed session at 5:35 p.m.

4. Closed Session

4.2 Conference with Real Property Negotiators, pursuant to Government Code 54956.8
Property: Property adjacent to Rio del Valle Middle School Oxnard, CA 93030 (APNs 144-0-110-225, 144-0-110-055, and 144-0-110-590 Agency Negotiators: Dr. John Puglisi, Superintendent, and Joel Kirschenstein, Sage Realty Group Negotiating Parties: Rio School District Under negotiation: Price and terms of payment.

4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2019/20 and 2020/2021

5. Reconvene Open Session 6:30 p.m.

5.1 Report of Closed Session

President Armas reconvened the meeting at 6:43 p.m.

President Armas reported the following action took place during closed session:

On a vote of 4-0, the Governing Board appointed Ethan Gray to serve as Principal for Rio Vista Middle School.

6. Presentations/Recognitions

This item will be rescheduled

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

7.2 Board Member Reports

Board member reports were heard from Trustee Eisenhauer and President Armas.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President and Patrick Radford, President of CSEA.

7.4 Superintendent Report

Superintendent Puglisi read into the record the letter that was sent out to Rio parents regarding the extension of school closures through May 1st.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public

comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

8. Information

8.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, informed the Governing Board that information was shared via email regarding reports requested in regards to Saturday School, Enrollment, and Attendance updates.

9. Discussion/Action

9.1 Approval of Resolution Authorizing the Issuance of Election of 2018, Series C and D Bonds and Refunding Bonds, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions

Staff recommends approval of Resolution Authorizing the Issuance of Election of 2018, Series C and D Bonds and Refunding Bonds, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

9.2 Approval of Single Plan for Student Achievement for all Nine Rio Schools

Educational Services recommends Board approval of all nine Single Plan for Student Achievement (SPSAs). For fiscal impact, please see individual school's budget in their Single Plan for Student Achievement.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

9.3 Approval of the 19/20 School Safety Plans

Staff recommends approval of the Safe School Plans.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

9.4 Rio del Sol Transportation Action Plan

Trustee Torres made a motion to approve Option 3: Elimination of transportation to Rio del Sol; Repurpose two 5.5 hour drivers and provide more services to Maintenance, Grounds and Custodians.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

9.5 Approval of the 2019/2020 Second Interim Budget

It is recommended that the Second Interim Budget be approved for 2019/2020.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

10. Consent

Action (10.1 Approval of the Consent Agenda

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

10.2 Approval of the Minutes of the Special Board Meeting of February 12, 2020

10.3 Minutes of the Regular Board Meeting of February 19, 2020

10.4 Approval of the Minutes of the Special Board Meeting of February 26, 2020.

10.5 Approval of the Donation Report

10.6 Ratification of the Commercial Warrant for February 10, 2020 through March 6, 2020.

10.7 Personnel Report - March 18, 2020

10.8 CSUCI and RSD Student Teaching Agreement - Early Childhood Studies

10.9 Williams Quarterly Complaint Report

10.10 Williams Activity Report for the 2nd Quarter Fiscal Year 2019-2020

10.11 Approval of the Memorandum of Understanding with Ventura County Behavioral Health for Additional Behavioral Health Support for Middle Schools

10.12 Approve Authorization for the Superintendent to complete furniture purchase for Building C at Rio Del Sol.

It is recommended that the Board give approval to the Superintendent to complete the furniture purchase for Building C at Del Sol with the condition that the bid not exceed 200,000.00

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar

10.13 Rio del Valle PA system upgrade

This item was tabled to the next regularly scheduled meeting.

10.14 1800 Solar Drive internet service provision

10.15 Authorization of Additional Services to Purchase building signs from PK:A

This item was tabled to the next regularly scheduled meeting.

10.16 Approval of Change Order from Standard Drywall, Inc. at Rio del Sol STEAM School, Bldg. C

10.17 Approval of Change Order from Venco Electric for Rio del Sol STEAM School, Building C

10.18 Approval of Change Order from Parker Brown for additional work at District Office
This item was tabled to the next regularly scheduled meeting.

10.19 Approval of Change Order from RND Contractors, Inc. for changes at Rio Del Sol

10.20 Approval of Change Order from Smith Electric Service for Rio Del Sol

10.21 Approval of Change Order from Monet Construction for Rio Lindo Renovation project

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: April 15, 2020

12. Adjournment

12.1 Adjournment

President Armas adjourned the meeting at 8:46 p.m.

Approved on this 15th day of April, 2020.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Ratification of the Commercial Warrant for March 6, 2020 through March 26, 2020.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,818,854.83
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period March 6, 2020, through March 26, 2020.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,818,854.83 which includes processing payments for all funds of the District in the following amounts for the period March 6, 2020 through March 26, 2020:

Fund 010	General Fund	\$1,383,921.24
Fund 130	Cafeteria Fund	\$2,333.02
Fund 211	Building Fund	\$12,037.70
Fund 212	Building Fund Measure L	\$2,192,638.77
Fund 251	Capital Facilities, Residential	\$216,474.10
Fund 490	Capital Projects Fund for Blen	\$11,450.00
Less Unpaid Tax Liability		-0-
Total:		\$3,818,854.83

[Commercial Warrant list 3-6 to 3-26-20.pdf \(107 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

ReqPay12a

Board Report

Checks Dated 03/06/2020 through 03/26/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036779	03/09/2020	Jones, Jacqueline	010	369.33	
5009036780	03/09/2020	Hernandez, Maria M	010	107.82	
5009036781	03/09/2020	Aguiar, Analia	010	12.00	
5009036782	03/09/2020	Ramirez, Maria	010	10.12	
5009036783	03/09/2020	Douglas, Melissa R	010	12.14	
5009036784	03/09/2020	Steiner, Josh	010	450.00	
5009036785	03/09/2020	Lewis, Brandon C	010	56.83	
5009036786	03/09/2020	Muller, Katherine	010	108.48	
5009036787	03/09/2020	Guynn, Robert W	010	713.18	
5009036788	03/09/2020	Jimenez, Margarita C	010	71.34	
5009036789	03/09/2020	Zarate, Cynthia	010	41.86	
5009036790	03/09/2020	Amparan, Naomi A	010	76.94	
5009036791	03/09/2020	Downing, Courtney A	010	19.42	
5009036792	03/09/2020	360 Degree Customer Inc.	010	87,940.40	
5009036795	03/09/2020	Airgas West	010	4.59	
5009036796	03/09/2020	AIRPORT AUTO TECH	010	1,099.71	
5009036798	03/09/2020	AMERICAN BUILDING COMFORT	010	692.83	
5009036799	03/09/2020	Amerigas	010	136.96	
5009036800	03/09/2020	APPLIED BACKFLOW TECHNOLOGIES	010	384.50	
5009036802	03/09/2020	Atkinson, Andelson, Loya, Ruud & Romo	010	12,946.30	
5009036804	03/09/2020	BARON INDUSTRIES	010	151.28	
5009036806	03/09/2020	Bus West	010	2,092.39	
5009036808	03/09/2020	Center Glass Co	010	12,460.00	
5009036810	03/09/2020	CMRS-FP	010	20,000.00	
5009036811	03/09/2020	COASTAL OCCUPATIONAL MEDICAL GROUP	010	465.00	
5009036812	03/09/2020	City Of Oxnard-City Treasurer	010	31.80	
5009036813	03/09/2020	Diane DeLaurantis	010	1,800.00	
5009036814	03/09/2020	Dianna Lara	010	5,675.00	
5009036815	03/09/2020	E J Harrison & Sons	010	9,444.63	
5009036817	03/09/2020	Ewing Irrigation Products Inc	010	1,740.81	
5009036818	03/09/2020	Fence Factory	010	523.98	
5009036819	03/09/2020	FERGUSON FACILITIES SUPPLY	010	610.57	
5009036820	03/09/2020	Field Hockey Federation, Inc	010	5,000.00	
5009036821	03/09/2020	Forum Music Festivals	010	5,127.50	
5009036822	03/09/2020	GIBBS INTERNATIONAL	010	4,504.49	
5009036823	03/09/2020	Green Thumb Nursery	010	622.75	
5009036824	03/09/2020	HAROLD'S FAST ROOTER & PLUMBING	010	445.00	
5009036825	03/09/2020	Homero Chavez	010	742.00	
5009036826	03/09/2020	JOHN DEERE FINANCIAL	010	17.07	
5009036830	03/09/2020	Kimball Midwest	010	2,055.51	
5009036831	03/09/2020	KONICA MINOLTA PREMIER FINANCE	010	1,275.57	
5009036832	03/09/2020	Lawson Products	010	1,366.87	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 03/06/2020 through 03/26/2020					
Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036833	03/09/2020	Mobile Diesel Smoke Testing Services	010	724.10	
5009036834	03/09/2020	Myers, Widders, Gibson, Jones	010	4,719.93	
5009036835	03/09/2020	O'Reilly Auto Parts	010	4,310.22	
5009036836	03/09/2020	OXNARD AUTO ELECTRIC	010	142.50	
5009036837	03/09/2020	Pacific Earth Resources DBA Pacific Sod	010	300.83	
5009036838	03/09/2020	Pacific Equipment	010	177.61	
5009036839	03/09/2020	PARADIGM HEALTHCARE SERVICES	010	947.37	
5009036840	03/09/2020	PARADISE CHEVROLET	010	92.63	
5009036841	03/09/2020	PARKHOUSE TIRE, INC.	010	952.91	
5009036842	03/09/2020	Auto Plus Auto Parts	010	579.74	
5009036843	03/09/2020	Pioneer Chemical Co	010	5,415.50	
5009036844	03/09/2020	REPUBLIC ELEVATOR COMPNAV	010	385.00	
5009036845	03/09/2020	SAFETY-KLEEN, INC.	010	450.64	
5009036846	03/09/2020	SC FUELS	010	8,907.34	
5009036847	03/09/2020	SERVICE PRO-FIRE PROTECTION	010	4,546.00	
5009036848	03/09/2020	SISC FINANCE	010	621,521.35	
5009036850	03/09/2020	Smith Pipe & Supply	010	228.50	
5009036851	03/09/2020	Sonitrol	010	22,373.76	
5009036852	03/09/2020	Southwest School & Office Supply	010	1,242.27	
5009036854	03/09/2020	Superior Printing & Graphics	010	48.49	
5009036855	03/09/2020	TAFT ELECTRIC	010	1,490.00	
5009036856	03/09/2020	TENNANT SALES AND SERVICE CO.	010	964.36	
5009036857	03/09/2020	Traffic Technologies, LLC	010	15.19	
5009036858	03/09/2020	VC Metals Inc	010	13.02	
5009036859	03/09/2020	Velocity Truck Center	010	39.18	
5009036861	03/09/2020	Ventura County Office of Education	010	29,885.00	
5009036862	03/09/2020	VENTURA REFRIGERATION SALES & SERVICE	010	216.00	
5009036863	03/09/2020	YAMA LAWNMOWER REPAIR	010	507.84	
5009036864	03/10/2020	Duckett, Michelle	010	93.61	
5009036865	03/10/2020	AMAZON.COM CORPORATE CREDIT	010	18,519.21	
5009036866	03/10/2020	John Gosnell DBA Gforce Printing	010	1,958.71	
5009036867	03/10/2020	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	1,850.73	
5009036868	03/10/2020	Michael Lorimer	010	3,030.05	
5009036869	03/10/2020	MONTGOMERY HARDWARE CO.	010	51.05	
5009036870	03/10/2020	Ox Blue	010	1,198.00	
5009036871	03/10/2020	Ventura County SELPA	010	34,405.62	
5009036872	03/12/2020	Neary, Martha	010	50.00	
5009036873	03/12/2020	Rauschenberger, Veronica	010	170.00	
5009036874	03/12/2020	Lopez, Sonia G	010	50.00	
5009036875	03/12/2020	Salas, Ruth V	010	125.00	
5009036876	03/12/2020	Facundo, Katherine A	010	322.75	
5009036877	03/12/2020	LaMorena, Maristella S	010	156.71	
5009036878	03/12/2020	Young, Katy	010	50.19	

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Board Report

Checks Dated 03/06/2020 through 03/26/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036879	03/12/2020	Francis, Kylie M	010	50.00	
5009036880	03/12/2020	Roque, Krista M	010	364.50	
5009036881	03/12/2020	Pazos, Leonor M	010	325.66	
5009036882	03/12/2020	Rivera, Maria	010	204.99	
5009036883	03/12/2020	Purcell, Carrie	010	85.00	
5009036884	03/12/2020	Emery, Ryan	010	683.28	
5009036885	03/12/2020	Nguyen, Fawn P	010	403.92	
5009036886	03/12/2020	Baroba, Inc	010	5,135.92	
5009036887	03/12/2020	GREATAMERICA FINANCIAL SVCS	010	279.09	
5009036888	03/12/2020	J.W. Pepper	010	3,940.81	
5009036889	03/12/2020	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	31,529.76	
5009036890	03/12/2020	United of Omaha Life Ins. Co.	010	727.26	
5009036891	03/12/2020	Pioneer Healthcare Services	010	20,560.00	
5009036892	03/12/2020	Red Wing Business Advantage	010	100.00	
5009036894	03/12/2020	Ventura County Office of Education	010	1,469.00	
5009036895	03/16/2020	Vasquez, Andre' J	010	512.35	
5009036896	03/16/2020	Pimentel, Leslie T	010	54.95	
5009036898	03/16/2020	Sandoval, Lupe	010	45.94	
5009036899	03/16/2020	Hernandez, Maria M	010	32.01	
5009036900	03/16/2020	Aragon, Kathryn	010	12.88	
5009036901	03/16/2020	Zaritsky, Deborah H	010	51.12	
5009036902	03/16/2020	Stelner, Josh	010	626.51	
5009036903	03/16/2020	Erickson, Adam L	010	1,114.60	
5009036905	03/16/2020	Smith, Jeannette D	010	204.29	
5009036906	03/16/2020	Vilfa, Carolina	010	47.25	
5009036907	03/16/2020	Guenther, Meagan	010	50.00	
5009036908	03/16/2020	Smith, Amy	010	100.00	
5009036909	03/16/2020	Velez, Angel	010	328.45	
5009036910	03/16/2020	Plomteaux, Ronda J	010	100.86	
5009036911	03/16/2020	Sanchez, Natacha	010	52.50	
5009036912	03/16/2020	Cordova, Ralph	010	78.79	
5009036913	03/16/2020	Emery, Ryan	010	138.36	
5009036914	03/16/2020	Beckman, Janelle	010	52.50	
5009036915	03/16/2020	LaCroix, Melissa	010	18.75	
5009036916	03/16/2020	Minnis, Krista J	010	30.25	
5009036917	03/16/2020	Wantz, Melissa L	010	37.31	
5009036918	03/16/2020	AT&T	010	222.84	
5009036919	03/16/2020	California American Water	010	4,805.08	
5009036920	03/16/2020	E J Harrison & Sons	010	100.11	
5009036921	03/16/2020	SOUTHERN CALIF. EDISON	010	32,223.36	
5009036923	03/16/2020	CITY OF OXNARD	010	20,337.62	
5009036924	03/16/2020	Frontier Communications	010	73.89	
5009036925	03/16/2020	Fry's Electronics customer #70893	010	1,441.46	
5009036926	03/16/2020	THE GAS COMPANY	010	558.38	
5009036927	03/16/2020	GOLDEN STATE SYSTEMS	010	747.20	

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ReqPay12a

Board Report

Checks Dated 03/06/2020 through 03/26/2020					
Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036928	03/16/2020	HAROLD'S FAST ROOTER & PLUMBING	010	425.00	
5009036929	03/16/2020	HARRIS WATER CONDITIONING	010	219.00	
5009036930	03/16/2020	Jonathan Brendefur DBA DMTA	010	16,000.00	
5009036932	03/16/2020	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009036934	03/16/2020	UNITED WATER CONSERVATION DIST	010	3,347.58	
5009036935	03/16/2020	U.S. Bank Corporate Payment Systems	010	12,438.53	
5009036936	03/16/2020	VCOE Business	010	347.66	
5009036937	03/16/2020	Ventura County Office of Education	010	935.00	
5009036938	03/16/2020	Broadview Networks	010	9,656.31	
5009036939	03/16/2020	XEROX CORPORATION	010	410.39	
5009036940	03/17/2020	Liz Farnsworth White	010	2,980.00	
5009036941	03/17/2020	Aswell Trophy	010	2,095.74	
5009036942	03/17/2020	Bertrands Music (Pedersens)	010	37,287.96	
5009036943	03/17/2020	Nee Quaison Sackey	010	3,200.00	
5009036944	03/17/2020	Pegasus, Transit inc	010	3,864.00	
5009036946	03/19/2020	Lewis, Brandon C	010	21.54	
5009036947	03/19/2020	LaCroix, Melissa	010	7.25	
5009036948	03/19/2020	360 Degree Customer Inc.	010	80,164.00	
5009036949	03/19/2020	ALL-PHASE ELECTRIC SUPPLY	010	1,091.19	
5009036950	03/19/2020	AMERICAN BUILDING COMFORT	010	1,397.94	
5009036951	03/19/2020	APPLIED BACKFLOW TECHNOLOGIES	010	444.50	
5009036952	03/19/2020	Assistance League School	010	12,650.00	
5009036953	03/19/2020	AUTO CITY GLASS	010	130.00	
5009036954	03/19/2020	William M Brown DBA B&B Services	010	504.17	
5009036955	03/19/2020	Eide Bailly LLP	010	22,400.00	
5009036956	03/19/2020	HAROLD'S FAST ROOTER & PLUMBING	010	1,065.00	
5009036957	03/19/2020	OCDE ATTN: Melissa Alvarado	010	750.00	
5009036958	03/19/2020	PDAP of Ventura County	010	1,175.00	
5009036959	03/19/2020	Auto Plus Auto Parts	010	494.55	
5009036960	03/19/2020	Pioneer Healthcare Services	010	10,800.00	
5009036961	03/19/2020	Ventura County Office of Education	010	30,743.86	
5009036962	03/23/2020	Salazar, Ruth A	010	2.07	
5009036963	03/23/2020	Solorzano, Maria	010	80.40	
5009036964	03/23/2020	Aguilar, Linda	010	203.62	
5009036965	03/23/2020	ALC Schools, LLC	010	4,290.00	
5009036966	03/23/2020	All Languages Interpreting	010	500.00	
5009036968	03/23/2020	Ron Obrien dba Bee Specialist	010	150.00	
5009036969	03/23/2020	The Center for Effective Philanthropy, Inc.	010	1,000.00	
5009036970	03/23/2020	CITY OF OXNARD RECREATION SERVICES	010	90.00	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLY

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Checks Dated 03/06/2020 through 03/26/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009036971	03/23/2020	CITY OF OXNARD RECREATION SERVICES	010	900.00	
5009036972	03/23/2020	CITY OF OXNARD RECREATION SERVICES	010	90.00	
5009036973	03/23/2020	Diane DeLaurantis	010	3,450.00	
5009036974	03/23/2020	Luis Gerardo Gullen	010	460.00	
5009036975	03/23/2020	John Gosnell DBA Gforce Printing	010	1,396.44	
5009036976	03/23/2020	HOME DEPOT CREDIT SERVICES	010	15,165.10	
5009036977	03/23/2020	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	12,982.96	
5009036981	03/23/2020	VCOE Business	010	170.00	
5009036982	03/23/2020	Manuel M. Munoz DBA VIDA NEWSPAPER	010	1,150.00	
Total Number of Checks			178	1,383,921.24	
5009036794	03/09/2020	Acorn Appliance Service	130	777.06	
5009036807	03/09/2020	CDE/CASHIER'S OFFICE	130	1,322.40	
5009036846	03/09/2020	SC FUELS	130	188.87	
5009036897	03/16/2020	Bauer, Tamara L	130	24.16	
5009036904	03/16/2020	Martinez, Veronica	130	20.53	
Total Number of Checks			5	2,333.02	
5009036827	03/09/2020	JPI Development Group Inc.	211	12,037.70	
Total Number of Checks			1	12,037.70	
5009036793	03/09/2020	ACH Mechanical Contractors	212	372,668.85	
5009036797	03/09/2020	ALLIED STORAGE CONTAINERS	212	3,399.51	
5009036801	03/09/2020	A4E	212	39,719.12	
5009036803	03/09/2020	BALFOUR BEATTY CONSTRUCTION	212	66,988.00	
5009036805	03/09/2020	BEST Contracting Service, Inc	212	68,518.75	
5009036809	03/09/2020	Channel Islands Roofing, Inc.	212	17,362.00	
5009036816	03/09/2020	Earth Systems Consultants	212	5,336.00	
5009036828	03/09/2020	KBZ Architects	212	74,460.51	
5009036829	03/09/2020	KENCO CONSTRUCTION SERVICES	212	29,700.00	
5009036849	03/09/2020	Brannon Inc Smith Electric Service	212	73,549.00	
5009036853	03/09/2020	Standard Drywall, Inc.	212	322,255.39	
5009036860	03/09/2020	Venco Electric	212	165,347.50	
5009036893	03/12/2020	RND Contractors, INC	212	74,560.75	
5009036922	03/16/2020	Fence Factory	212	21,328.83	
5009036931	03/16/2020	M/M Mechanical Inc.	212	15,280.05	
5009036933	03/16/2020	Monet Construction, Inc.	212	817,773.34	
5009036935	03/16/2020	U.S. Bank Corporate Payment Systems	212	12,900.38	
5009036967	03/23/2020	Apple Inc.	212	3,207.85	
5009036976	03/23/2020	HOME DEPOT CREDIT SERVICES	212	3,510.18	
5009036980	03/23/2020	United Site Services	212	4,772.76	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 03/06/2020 through 03/26/2020

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
Total Number of Checks			20	2,192,638.77	
5009036808	03/09/2020	Center Glass Co	251	131,870.00	
5009036852	03/09/2020	Southwest School & Office Supply	251	4,607.23	
5009036865	03/10/2020	AMAZON.COM CORPORATE CREDIT	251	8,865.86	
5009036945	03/17/2020	Tri-County Office Furniture	251	69,398.96	
5009036979	03/23/2020	ULINE	251	1,732.05	
Total Number of Checks			5	216,474.10	
5009036834	03/09/2020	Myers, Widders, Gibson, Jones	490	3,950.00	
5009036978	03/23/2020	Pacific West Communities, Inc	490	7,500.00	
Total Number of Checks			2	11,450.00	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	178	1,383,921.24
130	Cafeteria Fund	5	2,333.02
211	Building Fund	1	12,037.70
212	Building Fund Measure L	20	2,192,638.77
251	CAPITAL FACILITIES - RESIDENTI	5	216,474.10
490	Capital Projects Fund for Blen	2	11,450.00
Total Number of Checks		204	3,818,854.83
Less Unpaid Tax Liability			.00
Net (Check Amount)			3,818,854.83

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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9.4



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 April 2020 Personnel Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the April 2020 Personnel Report as presented.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The April 2020 personnel report is presented for approval.

[April 2020 Personnel Report.pdf \(55 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

RIO SCHOOL DISTRICT
April 15, 2020

Certificated Personnel Report

Certificated Ratification of Employment:

Edgeworth, Linnae, SPED Preschool Teacher, Rio del Mar, (1.0) FTE, effective 03/23/2020
Gray, Ethan, Middle School Principal, Rio Vista, (1.0) FTE, effective 04/01/2020

Certificated Retirement:

Neary, Martha, Kindergarten, Rio Rosales, (1.0) FTE, effective 06/20/2020
Mathwin, Gena, 6th grade Math/Science, Rio Vista, (1.0) FTE, effective 06/20/2020
Rydgig, Kathleen, Speech, Rio Real, (1.0) FTE, effective 06/20/2020
O'Leary, Denis, 5th Grade, Rio Plaza, (1.0) FTE, effective 06/20/2020
Alvarez, Patricia, Kindergarten, Rio Plaza, (1.0) FTE, effective 06/20/2020
Mattson, Karen, 5th Grade, Rio del Norte, (1.0) FTE, effective 06/20/2020
Siebler, David, 3rd Grade, Rio del Norte, (1.0) FTE, effective 06/20/2020
Vasan, Padmini, Resource, Rio del Norte, (1.0) FTE, effective 06/20/2020
Colvin, Stephen, 5th Grade, Rio del Mar, (1.0) FTE, effective 06/20/2020
Mitchell, Robert, LOA, (1.0) FTE, effective 06/20/2020
Townsley, Michelle, 6th Grade, Rio del Sol, (1.0) FTE, effective 06/20/2020

Certificated Resignation:

Gopalan, Amber, 5th Grade, Rio Plaza, (1.0) FTE, effective 06/20/2020

Classified Personnel Report

Classified Promotion:

Vazquez, Sarah, from School Office Manager, (8)hrs, Rio Rosales, to Account Clerk III, (8)hrs, District office, effective 4/6/2020

Classified Resignation:

Henschel, Tammy, Account Clerk III, (8) hours, District Office, effective 4/3/2020

9.5



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Approval of Request For Bid #20-CNS-002 – Food and Grocery Products
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the District's Board of Trustees (the "Board") approve the attached RFB and ratify the necessary notice inviting bids to be published in April 2020. District administration intends to accept bids until May 6, 2020 and bring a recommendation for bid awards to the Board at its regular meeting on May 20, 2020. The Board reserves the right to reject all bids.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent of Business Services

Background:

Pursuant to the attached Request for Bids No. 20-CNS-002 (the "RFB"), Rio School District (the "District") intends to seek bids from qualified sources for the sale, delivery and unloading of various grocery and food products to service all District schools. The District seeks bidders with a verifiable record of successful performance with California public entity contracts, with an emphasis on public school district contracts. Contracts would be awarded to one bidder or multiple bidders depending on the vendors' ability to supply sufficient quantities of required products. Any existing contracts would be for one year, with possible renewal up to a total three-year term (the maximum time allowed under applicable law).

Under the Public Contract Code, bids are typically awarded to the lowest responsive, responsible bidder. However, Public Contract Code Section 20111(c) permits school districts to award grocery contracts to the most responsive and responsive party, with price being the primary consideration but not the only determining factor. School district grocery and food product bids must be consistent with the federal procurement standards in Code of Federal Regulations Sections 200.318-200.326. (Public Contract Code ("PCC") § 20111(c).) Moreover, the school district must advertise the notice for bids at least once a week for two weeks in a local newspaper. (PCC § 20112; Gov. Code § 6066.) Finally, PCC Section 20118 permits districts

Rationale:

In 2017, the District issued Request for Bids #17-CNS-001 for the sale, delivery and unloading of various grocery and food products for District schools. The 2017 RFB resulted in a 3-year contract, which will end this calendar year. The existing agreement cannot be renewed because the maximum term length for grocery contracts is three years. Therefore, the District must solicit bids pursuant to a new RFB in order to ensure continued procurement of required grocery and food products.

RFB 20-CNS-002 - final with PQS.pdf (758 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



REQUEST FOR BIDS #20-CNS-002 FOOD AND GROCERY PRODUCTS

Date Issued: April 15, 2020
Dates Advertised: April 16, 2020; April 22, 2020;
April 29, 2020
Last Day for Questions: May 1, 2020 at 1:00 p.m.
Bids Due: May 6, 2020 at 1:00 p.m.
Deliver Bids To: Rio School District
1800 Solar Drive, Floor 3
Oxnard, CA 93030
Attn.: Jenise Buckenberger,
Assistant Supervisor Child Nutrition
jbuckenberger@rioschools.org

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*Followed by unnumbered pages

PART I – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that Rio School District (the “District”) acting by and through its Board of Trustees (“Board”) will receive up to, but no later than, May 6, 2020 at 1:00 p.m. PT (the “Bid Deadline”) sealed bids for the award of contracts for:

RFB #20-CNS-002 - Food and Grocery Products.

1. **District.** The District is an elementary school district located in Ventura County, California. The District provides K-8 public education to more than 5,500 students in five elementary schools, two K-8 schools, and two middle schools. The District’s office is located at 1800 Solar Drive, Floor 3, Oxnard, CA 93030 (the “District Office”).
2. **The Work.** The work involves the sale, delivery, and unloading of various grocery and food products for all District schools, as further described in the RFB.
3. **The Bid Package.** The District has prepared Request for Bids No. 20-CNS-002, a bid package that includes instructions, general conditions, bid forms, and related documents (the “RFB”). The RFB is available at the District’s Child Nutrition Services Department, which is located at the District Office, and on the District’s website by clicking the link for “Food and Grocery Products Bid” at <http://rioschools.org/departments/child-nutrition-services/applications/>.
4. **Bid Submittals; Bid Deadline.** Bids must conform and be responsive to the RFB. Bids must be submitted to the District Office, attention Jenise Buckenberger, Assistant Supervisor of Child Nutrition, on or before the Bid Deadline. Bids received after the Bid Deadline will be returned unopened. The contract will be awarded based on the criteria noted in the RFB. No bidder may withdraw its bid for a period of ninety calendar (90) days after the Bid Deadline. The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any irregularities or informalities in the bids or in the bidding.
5. **Further Information.** For more information, please review the RFB, or contact Jenise Buckenberger, Assistant Supervisor of Child Nutrition, at the District Office or at (805) 485-3111 ext. 2112.

Advertising dates: 4/16/20, 4/22/20, 4/29/20

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, gender identity (including gender expression), sexual orientation, 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 agency or USDA's TARGET Center at 202(720-2600) (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8339. 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 <http://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> 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:

1. Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Washington, D.C. 20250-9410
2. Fax: 202-690-7442, or
3. E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

PART II – SUMMARY

1. **Introduction.** The intent of this Request for Bids No. 20-CBNS-002 (this “RFB”) is to select a qualified bidder or bidders to meet certain grocery and food product needs of the Rio School District (“District”). The successful bidder shall furnish all tools, equipment, apparatus, transportation, labor and materials necessary to provide the products and services described herein. This RFB is issued in accordance the Public Contract Code (the “PCC”), the Government Code (the “GC”), the Education Code (the “EC”) and applicable federal law. The District reserves the right to let the Contract to other than the lowest bidder as permitted by applicable law.

2. **General Information about the PCC.** Procurement bid solicitations and awards made by a school district approved to operate at least one federal nonprofit child nutrition program for purchases in support of those programs shall be consistent with the federal procurement standards in Code of Federal Regulations Sections 200.318-200.326. (PCC § 20111(c).) As of January 1, 2020, the federal small purchase bid threshold for such purchases is \$250,000.00. The school district must advertise the notice for bids at least once a week for two weeks in a local newspaper. (PCC § 20112; Gov. Code § 6066.) These awards shall be let to the most responsive and responsive party, with price being the primary consideration but not the only determining factor. (PCC § 20111(c).) Additionally, PCC Section 20118 permits districts to purchase equipment, materials, or supplies without advertising for bids pursuant to another public agency’s publicly bid contract (*i.e.*, “piggybacking” on the other public agency’s contract). Subject to the winning bidder’s agreement, District has elected to permit other local school districts to piggyback on the Contract.

3. **Brief Description of District.** District is an elementary school district in Ventura County (the “County”), California. District covers approximately 15.5 square miles, including a portion of the City of Oxnard and certain unincorporated territory in the County. District is governed by a five-member Board of Trustees (the “Board”). Currently, District provides K-8 public education to more than 5,500 students in five elementary, two K-8, and two middle schools.

4. **Brief Description of Requested Services.** The Work involves the sale, delivery, and unloading of various grocery and food products as further described in the Product Quotation Sheets.

5. **Brief Description of RFB Requirements.** This RFB includes this Summary, Instructions for Bidders, General Conditions, a District Fact Sheet, a Product Quotations Sheet and several exhibits to be completed by the bidder. In order to be deemed fully responsive, bidders must meet the specifications and minimum requirements set forth in this RFB. Non-conforming bids and incomplete bids may be rejected.

6. **Overview of RFB Timeline.** For the convenience of prospective bidders, an overview of the current timeline for this RFB is set forth below. This timeline may be adjusted by addenda to this RFB.

RFB Item	Date (and time, if applicable)
RFB issue date	April 15, 2020
Bid advertisements	April 16, April 22 and April 29, 2020
Deadline for bidder questions	May 1, 2020 at 1:00 p.m. PT
Bid deadline	May 6, 2020 at 1:00 p.m. PT
Anticipated Notice of Intent to Award	May 11, 2020
Protest deadline	May 13, 2020 at 1:00 p.m. PT
Protest reply deadline	May 15, 2020 at 1:00 p.m. PT
Anticipated protest decisions	May 19, 2020
Anticipated contract award	May 20, 2020
Anticipated start of Contract	July 1, 2020

7. Items to Include in Bid. Bidders are advised to review this entire RFB, which will be incorporated by reference into the final Contract. However, bidders should not submit this entire RFB with their bids. Bidder forms are included as exhibits to this RFB. Please find below a list of documents that bidders must submit with their bids.

- Exhibit A – Bidder’s Checklist Form
- Exhibit B – Bid Form, plus completed Product Quotation Sheet and required Nutritional Information
- Exhibit C – Bidder Questionnaire
- Exhibit D – Reference Form
- Exhibit E – Piggyback Clause
- Exhibit F – Non-Collusion Declaration
- Exhibit G – Certification Regarding Drug-Free Workplace
- Exhibit H – Certification Regarding Alcohol-Free and Tobacco-Free Campus
- Exhibit I – Certificate Regarding Workers’ Compensation
- Exhibit J – Buy American Certification
- Exhibit K – Iran Contracting Act Certification
- Exhibit L – Disclosure of Lobbying Activities
- Exhibit M – Certification Regarding Debarment, Suspension or Other Ineligibility
- Exhibit N – Agreement for Food and Grocery Products

The above list is provided as a courtesy to bidders. District is not responsible for the inaccuracy or incompleteness of the above list. Bidders are solely responsible for submitting a complete bid. As set forth herein, bidders must use District forms. Bidders shall not alter, copy and paste, or otherwise modify District’s forms. District reserves the right to reject the bid of any bidder that modifies, copies and pastes, or otherwise modifies any District forms.

END OF SUMMARY

PART III – INSTRUCTIONS FOR BIDDERS

These Instructions for Bidders (these “Instructions”) have been prepared on behalf of District. Capitalized terms used but not defined in these Instructions shall have the meanings attributed to such terms in other parts of this RFB.

1. **RFB Integral to Contract.** Bidders shall carefully review this RFB, including, but not limited to, the Notice Inviting Bids, Summary, these Instructions, the General Conditions, the Bid Form, the Product Quotation Sheets, the Agreement for Food and Grocery Products (the “Grocery Agreement”), any addenda and any and all forms. In the event of a bid award, this entire RFB shall be incorporated by reference into the Grocery Agreement, which collectively shall comprise the Contract between the successful bidder and District. Bidders shall fully inform themselves as to all existing conditions affecting the performance of the Contract; the cost of all required work, materials, and equipment; the cost of required insurance coverages; and all other matters affecting the bid. Bidders shall ensure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge on the part of the bidder. The failure of a bidder to understand the conditions in and under which the Contract shall be performed, or to examine and understand any part of this RFB, shall not relieve the bidder from any obligations under this RFB. If a bidder is in doubt as to the true meaning of any part of this RFB, or finds any conflict, omission or other discrepancy in any part of this RFB, the bidder must submit to District a written request for an interpretation, clarification or correction of this RFB, all in accordance with the procedures set forth in Paragraph 36. The submission of a bid shall be deemed and construed as a representation and warranty by bidder that the bidder understands and agrees with this RFB. Furthermore, by submitting a bid, each bidder agrees that, if awarded the Contract, the bidder shall (a) timely execute the Contract, and (b) comply with all the terms and conditions set forth in this RFB.

2. **Use of District Forms Mandatory.** To assure uniformity in this RFB, presentations and interpretations, bidders are required to use only those forms included in this RFB. Bidders shall not copy and paste, modify or alter the forms in any manner whatsoever. For example, bidders shall not copy and paste the forms included in this RFB into a Word document, complete the Word document, and then submit the Word document to District. District reserves the right to reject any proposal that contains copied, modified or alternate bid forms. If the forms included in this RFB request additional information from the bidder, the bidder may submit such additional information on the bidder’s own forms.

3. **Contents of Bid.** Each bid must include the following information:

a. **Cover Letter.** Submit a brief cover letter with: (i) the RFB number and name; (ii) the name of the company submitting the bid; (iii) an affirmation that the company is validly existing and in good standing in the State of California; (iv) a very short overview of the company’s qualifications; and (v) confirmation that the bid is irrevocable for a period of ninety (90) calendar days. The cover letter should be no more than one page and should be a concise introduction to the bid.

b. **Exhibits A – M.** Bidders shall complete, sign and date Exhibits A through M. Additionally, bidders shall complete the Product Quotation Sheet and provide the requisite Nutritional Information Sheets. These documents shall collectively comprise bidder's bid.

Note: Bidders do not need to submit Exhibit N, the Agreement for Food and Grocery Products, with their bids. The successful bidder(s) will be required to execute the Grocery Agreement upon award of the Contract.

4. **Forms Must Be Complete and Accurate.** Bidders must completely, accurately, and legibly provide all the information requested on the Bid Form, Product Quotation Sheets, and other required documents. Do not leave any questions blank. If an item is not applicable, insert "n/a." Incomplete forms and documents may be rejected as non-responsive.

5. **Interlineations; Erasures.** Except as otherwise provided herein, the completed forms must not include any interlineations, alterations, or erasures.

6. **Bidders Interested in More Than One Bid.** No person, firm or business shall be allowed to make, file or be interested in more than one bid for the same work or products. A person, firm or business that has submitted a sub-proposal to a bidder, or who has quoted prices of materials to another bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime bid.

7. **Signatures.** The bidder's authorized representative must sign the cover letter, Bid Form, required bid forms and any other documents requiring signature by the bidder. Unsigned documents may be considered non-responsive, resulting in possible rejection of the bid. Bids by corporations must be signed in 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. Bids 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. Bids by limited liability companies must be signed in the legal name of the company, followed by the signature and designation of the member authorized to bind the company. The name of each person signing shall be typed or printed below the signature. When requested by District, satisfactory evidence of the authority of the officer signing on behalf of the bidder shall be promptly furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

8. **Precontractual Expenses.** District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential bidders and bidders shall not include any such expenses as part of their bids. Pre-contractual expenses are defined as any expenses incurred by the bidder in: (a) preparing its bid in response to this RFB; (b) submitting that bid to District; (c) communicating with District about any matter related to this RFB; and/or (d) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFB.

9. **Numbers.** All numbers must be stated legibly and clearly in figures.

10. Product Quotation Sheets; Method of Pricing.

a. The bidder must insert the unit price for each item on the Product Quotation Sheets. The insertion of more than one unit price for a single item may result in the rejection of the bid, unless alternate bids are specifically requested.

b. Bidders shall offer one firm, fixed price for each item offered. Alternate pricing or proposals will be rejected. Bids stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of the entire bid.

c. Each item must be considered separately and not in combination with other items, unless otherwise specified on the Product Quotation Sheet or other District forms.

d. Prices must be stated in units specified herein or in accordance with trade standards. In case of error in line item calculations, unit prices will govern.

e. All prices and quotations must be in legible ink or typewritten. Neither pencil figures nor erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto, in which event the correction must be initialed in ink by an authorized representative of the bidder. District will not accept oral, telegraphic, or telephone quotations or modifications.

f. Errors in price computation on the Product Quotation Sheets do not relieve a bidder from honoring the specified price. Veracity of prices submitted in this proposal is the sole responsibility of the bidder. The price offered on the Product Quotation Sheets shall be considered as the bidder’s base price to which any subsequent price adjustments shall be made.

g. District reserves the right to award parts of the Work to one or more bidders. Therefore, bidders shall indicate whether the bid is “all or nothing.”

11. Taxes. Unless otherwise specified, taxes shall not be included in the prices quoted. District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

12. Discounts. Any discounts, including volume discounts and discounts for prompt payment, offered by bidders must be stated clearly on the Bid Form so that District can properly calculate the net cost of the bid. Offers of discounts not delineated on the Bid Form will not be considered by District. Prompt payment discounts of less than fifteen (15) calendar days will not be considered. Cash discounts of less than fifteen (15) calendar days are not acceptable and will be considered as net thirty (30) calendar days. Discounts, when given, will be figured from date of receipt of accurate invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than the date of receipt of invoice, then the billing date will

coincide with the delivery and acceptance date.

13. F.O.B. Destination Pricing. Bidders must quote prices "F.O.B. Destination" to District delivery locations specified on the District Fact Sheet. District will not pay drayage, packing, or shipping and handling charges, nor shall District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by bidders must include on site unloading and inside delivery of products. Only prices F.O.B. Oxnard, freight included, shall be accepted. If a bid shows price plus freight it may be rejected as non-responsive to terms and conditions of this RFB.

14. Offers of Additional Items. This RFB does not cover all products that will be used during the school year but does include the products that are most used. Bidders shall attach a separate list of additional products available, with firm prices for the entire Contract period. Additional items offered will not be considered when calculating bid totals.

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

16. Specifications and Acceptable Brands.

a. The use of the name of a manufacturer or any special brand or make in the Product Quotation Sheets is not intended to restrict bidders. The Product Quotation Sheets establish the character and minimum quality of the article desired.

b. Notwithstanding the foregoing, it is expressly understood and agreed that the bidder is quoting upon the identical item "as specified," unless the bidder states in the space provided the brand or make offered as "equal to" the one specified.

c. In the event that the bidder desires to provide substitute products, the goods set forth in the bid must, in all cases, be equal in every particular to the item specified. The bidder must clearly state the brand and product number for the substituted product, and furnish specification sheets, product information, and other pertinent literature regarding the substituted product with the bid. The substitution shall be accepted only if determined by District to be equal or superior in all respects to that specified. Samples shall be submitted by the bidder and evaluated by District in accordance with Paragraph 17, Samples and Product Evaluation.

d. If District has not indicated a brand name for a particular item, then bidders shall clearly state the brand and product number of the offered product, and furnish specification sheets, product information, and other pertinent literature regarding the offered product with the bid. The offered product shall be subject to

District's evaluation. Samples shall be submitted by the bidder and evaluated by District in accordance with Paragraph 17, Samples and Product Evaluation.

17. Samples and Product Evaluation.

a. Within two (2) working days of request by District, the bidder shall submit, at no charge to District, a minimum of one (1) case sample for each item offered and requested for evaluation. Each sample shall be labeled with the bid number, brand name, and product item number. Samples shall be submitted directly to: Rio School District, Child Nutrition Services, attention Jenise Buckenberger, Assistant Supervisor of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030.

b. Failure to comply with sample and evaluation requirements, including sample delivery timeframe, may result in the bidder's disqualification.

c. Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. If District, in its sole discretion, determines that a brand offered by a bidder as "equal" is not "equal" to the brand and product specified, the bidder must furnish one of the specified brands at the same price quoted in the original bid. For products where no brand name was specified, if the product offered is not acceptable to District, in District's sole discretion, then the bidder must furnish an acceptable product at the same price quoted in the original bid. District's decision regarding product evaluation shall be final.

18. Demonstrations. Bidders may be required to demonstrate any products or item(s) proposed. Such demonstrations shall be made within District's geographical boundaries and at no charge to District. District reserves the right to reject the bid of any bidder failing to provide demonstrations as requested.

19. Nutritional Information.

a. Bidders are required to provide complete product information sheets (cut sheets) for all products included in the bid, indicating pack size, weight per unit, and nutritional analysis. Bids submitted without product information sheets will be rejected as non-responsive. Product information sheets may be submitted in either hard copy or in electronic format (e.g., on a flash drive submitted with the bid).

b. To fulfil the nutrition information requirement, bidders shall include one of the following for each product or item listed in the bid:

i. Child Nutrition ("CN") Label that includes (A) the CN logo; (B) the meal pattern contribution statement; (C) the

product identification number assigned by Food and Nutrition Service (“FNS”); (D) the USDA/FNS authorization statement; (E) the month and year of final FNS approval (typically at the end of the authorization statement); and (F) the remaining required label features, such as product name, inspection legend, ingredient statement, signature/address line, and net weight; or

ii. **Product Formulation Statement (“PFS”)**, that includes: (A) the product name, code number, and serving size; (B) type, description, and weight of the creditable ingredients; (C) if the product is a meat or meat alternative, supporting documentation that meets the USDA’s alternate protein product requirements; (D) information demonstrating how the creditable ingredients contribute toward the meal pattern requirements; (E) correct and verifiable calculations; and (F) printed name, title, and signature of an authorized manufacturer’s representative (to certify that the information on the PFS is true and correct).

c. 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.

d. The bidder shall notify District’s Child Nutrition Services Department whenever there is an ingredient change in any item provided to District. If any product changes occur, new ingredient statements and nutritional information shall be provided to District’s Child Nutrition Services Department.

20. RFB Addenda. District may issue an addendum or addenda to this RFB. Any addenda shall form a part of this RFB including, as applicable, the Contract. Bidders are solely responsible for reviewing District’s website to determine whether any addenda have been issued. Under no circumstances will District be responsible for informing prospective bidders about any addendum or addenda in any manner beyond posting the applicable documents on District’s website. If District elects to email or otherwise deliver an addendum to bidders, such action shall not be construed as an agreement by District to email or otherwise deliver future addenda to prospective bidders. Bidders shall acknowledge in their bids the receipt of any addenda. In the event that District issues an addendum less than seventy-two (72) hours before the Bid Deadline, the addendum may state an extension of the Bid Deadline.

21. Submission of Bid. Bidders may submit their bids by (a) mail, including overnight mail and courier service, or (b) email.

a. **Delivery by Mail.** If bidders are delivering their bids by mail, they shall submit one original and three copies, plus a CD/DVD/flash drive of their bid

in a sealed envelope that is clearly labeled “RFB # 20-CNS-002 – Food and Grocery Products.” Bids must be delivered before the Bid Deadline to Rio School District, Child Nutrition Services, attention Jenise Buckenberger, Assistant Supervisor of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030.

b. **Electronic Bids.** If bidders are submitting their bids via email, they shall submit a single PDF of their entire bid, organized as set forth in these Instructions, with an email subject line stating “RFB #20-CNS-002 – Food and Grocery Products” and the bidder’s name. Electronic bids must be delivered before the Bid Deadline at the following email address: jbuckenberger@rioschools.org.

c. **Restriction on Delivery of Bids.** Bids may only be submitted as set forth above. No oral, telephonic or facsimile bids will be accepted.

22. **Bid Deadline.** The Bid Deadline is 1:00 p.m. PT on May 6, 2020. Late bids will not be accepted. Each bidder is solely responsible for timely delivery and receipt of its bid, regardless of external factors such as lost mail, traffic, weather, problems with couriers, inadvertent diversion of electronic bids into “junk mail,” delayed receipt of electronic emails, problems with servers, computer “crashes” or other matters. Bidders shall assume all risks associated with their chosen method of bid delivery. District shall in no manner whatsoever be responsible for the timeliness or receipt of bids. Additionally, District’s determination of timeliness shall be conclusive. District will not consider arguments that its method of calculating timeliness is erroneous or flawed (e.g., that District’s clock is inaccurate). Bidders are encouraged to deliver their bids to District well in advance of the Bid Deadline and to otherwise factor in contingencies such as problems with courier services or electronic delivery, *etc.* when arranging for delivery of their bids.

23. **No Reliance on Prior Bids.** Bidders must submit a complete bid to District in accordance with this RFB. Bidders cannot rely upon any prior bid or prior provision of relevant documentation to District or cross reference those prior documents instead of submitting a complete bid to District.

24. **Modifying or Superseding a Bid.** A bidder may modify or supersede a bid that the bidder already submitted to District only if the bidder (a) submits the modified, complete bid to District before the Bid Deadline, and (b) simultaneously provides District with written notice that the modified bid supersedes the prior bid. Any modified bid must be a complete bid that fully complies with the instructions set forth in this RFB. Bidders shall submit the modified bid in accordance with Paragraph 21 of these Instructions. District will not accept any oral, telephonic or facsimile modification. District will replace any prior bid with a modified bid that is complete, timely submitted and complies with this RFB. District will reject any modified bid that is incomplete, not timely received, or otherwise does not comply with this RFB. If District rejects a modified bid, then District will review and evaluate the prior bid, unless it was withdrawn in accordance with these Instructions. If a bidder properly modifies its bid, then the bidder shall only have rights to appeal District’s decision regarding the modified bid and shall no right of appeal with respect to the original bid. Conversely, if a bidder attempts to modify a bid but fails to timely

do so, the bidder shall only have rights of appeal with respect to the original bid.

25. Withdrawing a Bid. A bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to District in accordance with the delivery instructions set forth in Paragraph 21 of these Instructions. District will not accept any oral, telephonic or facsimile withdrawal request. A withdrawal request must be signed by an authorized representative of the bidder. Any bid security for a withdrawn bid shall be returned at the time of withdrawal. After the Bid Deadline, bids shall not be withdrawn for a period of ninety (90) calendar days. A bidder that properly withdraws its bid shall not have any rights of appeal regarding the bid.

26. Bid Evaluation.

a. Generally. District intends to award the Contract to the most responsive and responsive party, with price being the primary consideration but not the only determining factor. (PCC § 20111(c).) To be responsive, the bid must comply with the requirements of this RFB. To be responsible, the bidder must demonstrate trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the Contract. (PCC § 1103.) District may reject a bid as non-responsive if the bid fails to conform to the requirements set forth in this RFB or if District reasonably determines that the bid is unintelligible, internally inconsistent, or otherwise ambiguous. District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid. District will reject any bid that is submitted by a bidder that is determined to not be responsible.

b. Bid Scoring. Each bid can receive up to a maximum of 100 points. Bids will be scored as follows:

i. Experience and References (25 points). District desires to engage a bidder with the experience necessary to realize District's food service objectives. This component will be evaluated based on the bidder's demonstrated experience in and/or with: providing past and existing services to District; the anticipated capacity to provide timely and adequate services to District; and reported and/or demonstrated provision of services by District to other school districts and entities. District will also weigh evaluations of the bidder's prior or current work with other school districts, community college districts, and other third parties, as conveyed by the bidder's references. If District requested evidence of the bidder's financial resources, then this information shall be evaluated to determine the bidder's financial stability and to confirm the bidder's financial capacity to perform the Contract.

ii. **USDA Food Management (25 points)**. District desires to work with a bidder that has extensive knowledge of USDA food management. District expects the winning bidder to use a system that is both live and accurate; it is expected that this information can be accessed at any time upon request from District. When entitlement is within twenty percent (20%) of use, District expects to be notified about which products can be purchased in place of USDA foods.

iii. **Key Personnel (10 points)**. District desires that the personnel assigned by the bidder under the Contract be adequate in number and proficiency. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role.

iv. **Dispute History (10 points)**. District will review the bidder's dispute and litigation history as set forth in the Bid Questionnaire and reserves the right to confirm the bidder's dispute and litigation history through public records and other sources, including, but not limited to, bidder's references. District reserves the right to reject for non-responsibility the bid of any bidder that has previously failed to perform properly or to complete on time contracts similar to the Contract contemplated hereunder.

v. **Price (30 points)**. District will evaluate the bids to determine the lowest price. Bidders must bid firm prices. As noted above, District will reject any bid that states "negotiable" or similar language. Notwithstanding the foregoing, District will consider any discounts, including prompt payment discounts, offered by bidders. If a bidder has offered any prompt payment discount, then District will subtract those payment discount terms (over fifteen (15) calendar days only) to arrive at the bidder's net pricing offer. Price will be computed by multiplying each line item quantity by the unit price offered to achieve an extended total price for each line item. All line item extended totals will be summed to determine the overall total. District will review additional factors related to price, such as fixed fee charge per case, F.O.B. pricing, and other pricing requirements set forth in this RFB.

27. **Notice of Intent to Award**. On or about May 11, 2020, District shall provide all bidders a notice indicating which bidder(s), if any, District intends to award the Contract (the "Notice of Intent to Award").

28. Protests. All bid protests (each a "Protest") shall comply with the following procedures.

a. A bidder shall have not a right to protest the District's decision if District determined that the bid was received after the Bid Deadline, the bidder withdrew its bid, or the bidder submitted alternative documents (*i.e.*, forms other than the forms provided by District), or the bidder submitted altered documents (*i.e.*, the bidder changed the forms provided by District, such as by deleting portions of District's forms).

b. Protests shall be in writing, and shall include the following information: (i) the name, address, and telephone number of the bidder, (ii) the name, direct telephone number and email address of the bidder's authorized representative, (iii) the RFB number and title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief requested by the bidder; and (vii) the signature of the bidder's authorized representative.

c. Protests shall be submitted to District by not later than **May 13, 2020 at 1:00 p.m. PT** (the "Protest Deadline").

d. By the Protest Deadline, the protesting bidder shall also provide a written copy of the Protest to the bidder subject to the Protest. Failure to serve the Protest upon the bidder subject to the Protest may be grounds for District to deny the Protest. A bidder whose bid has been protested by another bidder may submit to District a written response to the Protest (each a "Protest Reply"). The Protest Reply shall be submitted to District no later than **May 15, 2020 at 1:00 p.m. PT** (the "Protest Reply Deadline").

e. All Protests and Protest Replies shall be timely delivered to District by mail at Rio School District, Child Nutrition Services, attention Jenise Buckenberger, Assistant Supervisor of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030 or by email to jbuckenberger@rioschools.org. District will not accept or consider any oral protest (*e.g.*, by telephone) or facsimile protest.

f. If a Protest does not comply with all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with the Protest), District may reject the Protest as invalid.

g. A bidder may at any time withdraw its Protest.

h. Upon receipt of a valid Protest, District shall review the Protest and all relevant information and documents, including any Protest Reply, and

shall provide a written response to the protesting bidder and the bidder subject to the Protest. District may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Protest. If required by applicable law, District will hold a hearing with respect to a Protest. If a hearing is required, then District will schedule a hearing at a specified time, date, and location within the District. The bidder may request certain times and dates for a hearing, but District reserves the right to unilaterally schedule the hearing based upon multiple factors, including, but not limited to, the number and complexity of appeals received, the availability of space for hearings, District's other obligations, and other relevant factors. Therefore, bidders are encouraged to ensure that multiple authorized representatives are familiar with the bid and the appeal, and otherwise able to participate in any hearing. In the event that a bidder cannot appear at a hearing, District will make its decision solely based upon the written appeal. District may establish reasonable time limits and other reasonable rules for hearings.

i. District's decision with respect to any Protest shall be final with no further review by or appeal to District.

j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each bidder that desires to protest shall file its own Protest and may not in any manner whatsoever rely upon the Protest of another bidder. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from or related to the bids, including, but not limited to, the award of the Contract.

k. Notwithstanding the generality of the foregoing procedures, in the event that this RFB will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

29. Final Contract Award; Anticipated Contract Start Date. The final Contract award shall be made on or about **May 20, 2020**. The award of the Contract(s) is subject to the Board's approval. The anticipated contract start date is **July 1, 2020**. For avoidance of doubt, District expressly reserves the right to award multiple contracts when quantities are insufficient from a vendor or when otherwise in the best interest of District.

30. Ongoing Duty to Provide Accurate, Complete Information. Bidders shall have an ongoing duty to provide District accurate, complete information in relation to this RFB. In no event shall a bidder withhold pertinent information or provide false or misleading information. If any information provided by a bidder becomes inaccurate, false, or misleading, then the bidder

must promptly notify District in writing and provide the accurate information to District. In its sole discretion, District reserves the right to terminate an existing contract with a successful bidder who provided District with inaccurate, false or misleading information. In no event shall District be liable for any costs, damages, penalties, or losses incurred by the bidder in association with termination of services under this paragraph or Paragraph 31 hereof.

31. District's Further Investigation and/or Request for Further Information.

Although the bid will be the primary basis of determining whether a bidder is qualified, District expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying bidder's financial information. Bidders are deemed to have acknowledged and consented to these actions by submitting a bid. Moreover, District reserves the right to seek additional information from any bidder at any time. For example, if District reasonably determines that information in the bid may be false, inaccurate or misleading, then District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the bidder or other relevant parties to ascertain whether the bid included false, inaccurate or misleading information; and (b) if material information in the bid was false, inaccurate or misleading, then (i) terminate any agreement with the bidder for cause, and (ii) recover any losses incurred by District due to the false, inaccurate or misleading information.

32. Public Records Act. All materials submitted in response to this RFB shall immediately become the property of District and shall be returned only at District's option and at the expense of the bidder submitting the bid. Subsequent to opening of the bids, the bids shall become public records, subject to disclosure under the California Public Records Act (GC Sections 6250, *et seq.*) (the "CPRA"). District shall not provide advice to bidders regarding the applicability of the CPRA to their respective bids. By submitting a bid, bidders are deemed to understand and accept that their bids may be subject to disclosure under the CPRA. In the event that any bidder submits information in its bid that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," as applicable, the information *may* not be subject to disclosure. If bidders indiscriminately label all or most of their bids as exempt from disclosure, without justification, then their bids may be rejected as non-responsive. Bidders submit bids at their sole expense and risk. In no event shall District be liable to any interested party, including, but not limited to, any bidder, for the disclosure of any information set forth in any bid, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of District or its officers, employees, contractors, or consultants. Bidders shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in their respective bids under the CPRA and shall hold District harmless from all costs and expenses, including, but not limited to, attorneys' fees in connection with any such action. In accordance with applicable law and District policy, District may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a bidder.

33. No Improper Influence. Bidders shall not in any way attempt to influence any

member of the Board or any District administrator, employee or consultant with respect to this RFB or any other matter. Moreover, bidders shall not in any way attempt to influence any of their references or the references of any other bidder. District reserves the right to reject the bid of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

34. Reservation of Rights. District reserves the right to reject any and all bids; advertise for new bids; to waive any informality or irregularity in the bids, or any portion thereof, and/or the bidding process; and/or to abandon the Work entirely. District will reject as non-responsive any bids containing irregularities that are not minor irregularities, including, but not limited to, any bid that is materially incomplete. Furthermore, District reserves the right to reject the bid of any bidder that is or has been in arrears to District, or that is otherwise in default of any contract with District as a surety, vendor, service provider, contractor, or otherwise. District also reserves the right to consider any such arrears or default in its evaluation of the bidders.

35. No Guarantee. The issuance of this RFB is not a guarantee that District will proceed with the procurement contemplated herein within the anticipated timeline or ever. District reserves the right to postpone, delay, suspend or terminate its plans with respect to this RFB. No prospective bidders shall have any claims whatsoever against District regarding any adjustments or modifications or termination of the District's plans with respect to this RFB.

36. Questions. Any questions related to this RFB shall be directed to Jenise Buckenberger, Assistant Supervisor of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030 or jbuckenberger@rioschools.org. The deadline for questions is **1:00 p.m. PT on May 1, 2020**. Potential bidders are solely responsible for reviewing any questions and answers, which will be posted on the District website. District shall not be obligated to answer any questions received after the aforementioned deadline or any questions submitted in a manner other than as instructed above.

END OF INSTRUCTIONS

PART IV – GENERAL CONDITIONS

These general conditions (these “General Conditions”) are an integral part of this RFB. Bidders are advised to carefully review these General Conditions prior to submitting their bids. All references in these General Conditions to “Vendor” pertain to the bidder(s) awarded the Contract. All references to the “Parties” mean District and Vendor. Capitalized terms not otherwise defined herein shall have the meaning set forth in other parts of this RFB.

1. **Post-Award Conference.** Following the notice of award and prior to services commencing, Vendor may be required to attend a planning meeting with District, at no additional cost to District. Any such meeting shall be held at District’s offices or at another mutually agreeable place within the County. Vendor’s failure to promptly schedule and attend the required planning meeting shall be grounds for District to terminate the Contract and seek any applicable remedies available at law or in equity.

2. **Execution of Final Contract.** Within ten (10) calendar days of being awarded the Contract, or such other reasonable time requested by District, Vendor shall execute and provide to District the Grocery Agreement, which is attached as Exhibit N, and any contract forms (e.g., performance bond, if required, and insurance documentation). In the event that Vendor refuses to comply with any portion of this RFB, fails to promptly execute the Grocery Agreement or provide any contract documents, or fails to timely commence the services contemplated hereunder, District may rescind the bid award, terminate the Contract for cause, seek damages from Vendor (including, but not limited to, pursuing any relevant bonds), and/or pursue any other remedies available at law or in equity. Moreover, District expressly reserves the right to award the Contract to another bidder or rebid the Contract in the event of Vendor’s default or failure to timely execute the Grocery Agreement.

3. **District’s Inspection.** All materials, supplies, products, and items to be provided to District by Vendor pursuant to the Contract shall be subject to the District’s inspection; provided, however, that District’s inspection of the materials, supplies, products, and items shall not relieve Vendor from its obligation to perform under the Contract.

4. **Specification Variance.** All materials, supplies, and equipment furnished must be in conformity with the specifications and will be subject to inspection and approval of District.

5. **Defective Materials, Supplies, Products, and Items.** District may reject any defective materials, supplies, products, and items provided by Vendor. In no event shall District’s prior acceptance of such materials, supplies, products, or items bar District’s ability to reject such materials, supplies, products, or items. Vendor shall promptly remedy any defective materials, supplies, products, and items in a manner satisfactory to District. The Parties expressly agree that District’s remedy shall, at District’s election, include, but not be limited to, (a) Vendor promptly removing any and all rejected items from District’s property at no additional cost to District, and (b) Vendor promptly replacing the rejected items with substitutions that are reasonably satisfactory to District at no additional cost to District. District may withhold a sufficient amount or amounts

of any payment otherwise due to Vendor, as in District's judgment may be necessary to cover defective items not remedied.

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

7. Product Quality Control. District reserves the right to discontinue service of all or any portion of the Contract and to hold Vendor in default due to District's determination that the service or products may be detrimental to the health and welfare of District students and/or school personnel, or due to Vendor's failure to meet Contract specifications or wholesomeness standards. All products received under the 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 such processor's plant is located or by the applicable federal standards, whichever are higher. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, protection, handling, processing, and labeling.

8. Buy American Requirements.

a. Buy American Provisions - Overview. Subject to very limited exceptions, federal law requires school districts located in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for school breakfast and lunch programs under the Child Nutrition Act. The term "domestic commodities or products" means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States, including products from Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands. The word "substantially" means more than 51% of the final processed product consists of agricultural commodities that were grown domestically, as defined above. Food components include meats and meat alternatives, grains, vegetables, fruits and fluid milk. Moreover, farmed fish must be harvested within the United States or any U.S. territory and wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a U.S. flagged vessel.

b. Buy American Provision – Contractual Obligations. Vendor shall (i) comply with the Buy American Provisions established by the FNS; (ii) certifying in its delivery invoices that Vendor's products comply with the Buy

American Provision requirements; (iii) in accordance with CDE recommendations, be required to notify District prior to shipping a non-Buy American Provision compliant product, in which event Vendor shall be required to provide: substitute product of equivalent or higher value at no cost to District and documentation that supports the noncompliant product in the shipment meets one of the limited exceptions set forth in USDA Policy Memo SP 38-2017 (as amended or superseded); and (iv) cooperate with any and all monitoring by District of Vendor's compliance with the Buy American Provision requirements, including, but not limited to, assisting in District's periodic compliance review of storage facilities, freezers, refrigerators, dry storage and warehouses, at no extra charge to District.

c. **Buy American Certification.** In addition to the foregoing requirements, Vendor shall execute the Buy American Certification included as Exhibit J.

9. **2008 Farm Bill.** Vendor acknowledges and agrees that District, to the maximum extent practicable and appropriate, aims to provide unprocessed agricultural products both locally grown and locally raised, in accordance with the 2008 Farm Bill.

10. **Packaging.** Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the for product or freight. All packaging materials shall be Food and Drug Administration approved and shall meet all pertinent state and federal regulations for safe use with foods and grocery products. Packaging materials shall impart no odor, flavor, or color to the foods and grocery product.

11. **Container Costs.** All costs for containers shall be borne by Vendor.

12. **Temperature Control and Monitoring.** Vendor shall maintain product temperatures in accordance with state and local requirements, at all times up to the time of delivery, whether in storage or in transit. Upon District's request, Vendor shall promptly produce verifiable evidence of Vendor's temperature monitoring procedures and practices as applicable to the products delivered to District.

13. **Labeling and Dating.** All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the FDA. 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 District's Child Nutrition Services Department whenever there is a product or ingredient change in any product provided to District. If any product changes occur, new ingredient statements and nutritional information shall be provided to District's Child Nutrition Services Department. Failure to provide notification to District's Child Nutrition Services Department regarding product label changes may result in termination of the Contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case, as applicable. If the code is encrypted, District may request

that Vendor provide decoding information from the manufacturer, and in the event that such decoding information is unavailable, District reserves the right to reject the relevant product. Code dates will be monitored and products with less than one (1) week expiration date will not be accepted, in which event Vendor shall credit District for the rejected product(s) and remedy the default to District's satisfaction.

14. **Order Size.** There shall be no minimum order requirements for deliveries.

15. **Ordering Conditions.** Vendor shall be required to provide to District access to and use of an online ordering system. The online system shall allow placement of orders two (2) days prior to the delivery date. The online ordering system shall clearly indicate if any items being ordered will be placed on backorder or canceled due to lack of available stock from Vendor. Orders placed by 2:00 p.m. PT shall be delivered within the first hour of the delivery window or receiving hours of District warehouse and each relevant school site on the second day after the order is placed.

16. **Delivery Instructions.** The time and manner of delivery are essential factors in proper performance under the Contract. Promptness of delivery may be a factor in awarding the Contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip which bears the relevant District purchase order number. District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the Contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet. Vendor shall be required to make weekly deliveries to the locations specified in the District Fact Sheet within the hours specified on the District Fact Sheet, inclusive of any amendments thereto. Vendor must be able to guarantee second-day delivery to all school sites listed in the District Fact Sheet. Second day is defined as delivering to a school site within the first hour of the delivery hours on the District Fact Sheet, for all orders placed by 2:00 p.m. PT two (2) days prior. For emergency orders, Vendor will be required to make direct deliveries to the various cafeterias or other locations as requested by District's Child Nutrition Services Department. There is no minimum order requirement for emergency orders. Vendor's delivery driver shall check in with the cafeteria manager, warehouse supervisor, or other designated representative upon arrival at the kitchen site or warehouse prior to unloading product into the kitchen or warehouse. District staff members shall not be required to enter Vendor's vehicles to verify any issues related to the delivery.

17. **New Conditions by Vendor.** District reserves the right to reject any conditions or terms on purchases requested by Vendor if those conditions or terms were not specified in the Vendor's bid. No change shall be made in any specification of any item under the Contract unless Vendor first submits a written statement setting forth the change, including its character and nature, the amount, and the expense, to District and District provides prior written consent to the change.

18. **Additional or Modified Specifications by District.** District reserves the unconditional right to add other items to the Contract. In the event that District requests any alterations, deviations, or additions to the Contract Documents, the cost will be added to or

deducted from the amount of the contract price by a fair and reasonable valuation. The estimated cost of a proposed change shall be established by unit prices agreed upon in advance by the Parties.

19. **Purchases Out of Contract.** District reserves the right to purchase similar items from other sources.

20. **Product Substitutions, Product Changes, and Discontinued Items.**

a. **Substitutions.** Product substitutions shall not be permitted, unless District has provided prior written authorization of the change. District reserves the right to reject any substituted items which did not receive District's prior written approval, even if the substitution is discovered after delivery. District shall not be liable for any payments or costs related to substituted products delivered to District without District's prior written approval, including, but not limited to, the costs of removing any rejected substitute items from District's property. In the event that Vendor requests a substitution, Vendor must offer an equal or superior item to the District. Vendor shall promptly provide nutritional statements and ingredient listings of the replacement product to District's Child Nutrition Services Department. District may request samples and demonstrations of the potential substitute products, which samples and demonstrations shall be promptly made available to District at no additional cost to District. District reserves the right to accept or reject any proposed substituted item in District's sole discretion. If District approves the substituted products, the products shall be delivered to District at no additional cost to District.

b. **Substitutions Due to Shortages.** The rules set forth above in Paragraph 20(a) apply even where a substitution is unavoidable due to market conditions (*e.g.*, a product shortage). In addition to the above rules, in the event Vendor is unable to deliver an item as specified in the Contract due to a product shortage, Vendor must notify District's Child Nutrition Services Department of the shortage by telephone or electronic mail at least twenty-four (24) hours prior to scheduled delivery.

c. **Product Changes.** Vendor shall immediately notify District's Child Nutrition Services if Vendor become aware of any product changes or reformulation. When product changes do occur, Vendor shall provide nutritional statements and ingredient listings of these products to District's Child Nutrition Services Department. If Vendor fails to promptly notify District's Child Nutrition Services Department of any product changes or reformulation of which Vendor is aware of, District may terminate the Contract and pursue any remedies available under the Contract or applicable law for Vendor's default.

d. **Discontinued Items.** In the event an item awarded under the Contract is discontinued, Vendor is required to notify District's Child Nutrition Services Department immediately. Contract items that are discontinued by their

manufacturer during the term of the Contract may be substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to District's Child Nutrition Services Department. Vendor shall not discontinue any items from inventory which are not discontinued by the applicable manufacturer, without receiving prior written approval of District's Child Nutrition Services Department.

e. **Reservation of Rights.** District reserves the right to seek products unavailable due to shortage, items that have been changed, and discontinued items from third parties.

21. **Invoicing and Billing Period.** Unless otherwise specified, Vendor shall render invoices in triplicate for materials delivered under the Contract. Invoices shall be submitted immediately upon delivery of items to District. All invoices shall include the following information: (a) District purchase order number; (b) Vendor's name, address, and telephone number; (c) Vendor's invoice number and date; (d) designated line for signature by an authorized District representative; (e) delivery address; (f) date of delivery; (g) product description for each item ordered and delivered; (h) manufacturer's product code ("MPC") for each item ordered; (i) product quantity for each item ordered and delivered; (j) unit and extended price for each item ordered and delivered; (k) any taxes or fees listed separately; and (l) total price of order/invoice. Any cash discount shall be applied to payment for the entire billing period. Terms of net fifteen (15) calendar days or more will be considered. Upon request, Vendor shall furnish District with a recap of delivered items.

22. **Payment.** District shall pay Vendor the full amount of each invoice within thirty (30) calendar days of receipt. Notwithstanding the foregoing, in the event that District in good faith disputes any fees or costs set forth in Vendor's invoice, District shall, on or before the applicable due date, timely pay the undisputed amount, notify Vendor in writing of the dispute, and provide Vendor with reasonable detail of the nature of, reasons for, and amount of the dispute. Vendor shall review the amounts in dispute and reasons therefor within thirty (30) calendar days after receipt and (a) if Vendor determines that District was billed in error, credit that amount on the next invoice, or (b) if Vendor determines that the amount was billed correctly, District will pay the disputed amount by the due date set forth in the next invoice, unless District elects to exercise its dispute resolution rights under the Contract Documents. Nothing in this Paragraph 22 shall prevent the Parties from informally resolving any disputes related to invoices. In the unlikely event that any undisputed amount due to Vendor is past due, Vendor may charge District a reasonable one time late charge, provided that such large charge does not exceed five percent (5%).

23. **Price Adjustments.** Vendor may request a reasonable annual price adjustment. District operates on a fiscal year of July 1 to June 30. Therefore, any price adjustment shall correspond with the fiscal year. Vendor must submit a written price adjustment request to District's Child Nutrition Services Department no later than May 15 of a particular year in order to have the price adjustment take effect July 1 of that same year. For example, in order for a price adjustment to become effective July 1, 2021, the request must be submitted to District no later than

May 15, 2021. Price increases shall only be permitted due to severe industry or market conditions. Vendor must submit written documentation of the need for the price adjustment. District shall review the request and related documentation, and determine, in its sole discretion, whether the request is substantiated, and if so, the amount of the increase, which shall in no event exceed the CPI. Any decrease in prices of the items listed in the Contract Documents shall result in a corresponding decrease in prices to District for the balance of the Contract, or for as long as the lower prices are in effect.

24. **Rebates.** In the event of any rebates or other monetary returns used to offset expenses or other purchasing incentives, credits or legitimate discounts, such rebate must be taken directly off the invoice. Vendor shall not provide food products to District in lieu of any rebate.

25. **USDA Food Management.** Vendor shall utilize a verifiable USDA food tracking system and maintain sufficient records of such tracking for all items ordered by District and delivered to District school sites.

26. **Education Code Section 45125.1.** If an entity has a contract with a school district to provide school site food-related services, then Education Code Section 45125.1 requires all employees of that entity who might have any contact with pupils to submit or have submitted their fingerprints to the Department of Justice for the purpose of a background check. The requirement is not applicable where District determines the entity's employees will have limited contact with pupils based upon the totality of the circumstances. District reserves the right to determine on a case by case basis whether Vendor shall be required to comply with the requirements of Education Code Section 45125.1. With limited exceptions, an entity required to comply with Education Code Section 45125.1 shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

27. **Performance Guarantee.** District, in its sole discretion, may require Vendor to provide a performance guarantee. If the Director of District's Child Nutrition Services Department elects to require a performance guarantee, then Vendor shall promptly provide such guarantee in a form satisfactory to District. District's preferred form of a performance guarantee is a continuous performance bond in the amount of one hundred percent (100%) of the Contract Price for the applicable contract year, executed by an admitted surety in the State of California. Failure to timely provide the performance guarantee, if requested, may result in rejection of the bid or termination of the Contract, as applicable.

28. **Insurance.**

a. **Insurance Types and Limits.** Prior to commencement of services under the Contract and throughout the duration thereof, Vendor shall, at its own cost and expense, procure and maintain policies of insurance at least as broad as the following:

i. **Workers' Compensation Insurance:** As required by State law, on all its employees engaged in the Work.

ii. **Commercial General Liability Insurance:** Not less than the following coverage:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$2,000,000.00	\$4,000,000.00

Commercial general liability insurance shall include products, completed operations, broad form property damage, bodily injury, personal injury, death, and Vendor's contractual liability.

iii. **Commercial Automobile Liability:** For all owned, hired and non-owned vehicles subject to the Contract not less than the following amount:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$2,000,000.00	\$2,000,000.00

Commercial automobile liability insurance shall include property damage, bodily injury, personal injury and death.

iv. **Additional Coverage:** To the extent, if any, not already addressed by the foregoing coverages, loss of income and extra expense insurance in amounts that will reimburse Vendor for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent vendors in Vendor's business.

b. **Insurance Not Limitation of Vendor's Liability.** The limits of insurance set forth in these General Conditions shall not limit the liability of Vendor nor relieve Vendor of any obligation under the Contract Documents.

c. **Vendor's Insurer.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII (unless otherwise acceptable to District).

d. **Additional Insureds.** Each insurance required to be carried by Vendor shall name District, including its employees, school board members and volunteers, as an additional insureds. All additional insured provisions shall be evidenced by an endorsement in a form reasonably satisfactory to District.

e. **Certificates of Insurance.** As a precondition to award of the Contract, Vendor shall provide certificates of insurance to District. The certificates

shall be in a form reasonably satisfactory to District and shall provide evidence that Vendor's insurance complies with the minimum limits set forth herein and contains the required endorsements.

f. **Waiver of Subrogation.** All insurance coverage maintained under the Contract shall be endorsed to waive all rights of subrogation against District.

g. **No Claims Made Policies.** For the Contract, District shall not accept any insurance written on a "claims made" basis.

h. **Additional Insurance Requirements.** Vendor's insurance under the Contract shall: (i) be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of District; (ii) be in a form satisfactory to District; (iii) be carried with companies duly licensed and admitted to transact insurance business in the State of California, and otherwise reasonably acceptable to District; (iv) provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) calendar days' prior written notice to District; (v) not have a deductible in excess of any amount reasonably approved by District; (vi) contain a cross liability endorsement; and (vii) contain a severability clause.

i. **Failure to Obtain or Maintain Required Insurance.** Vendor's failure to furnish or maintain the insurance required under the Contract Documents shall be considered a material default by Vendor. District shall have the right to request confirmation of Vendor's insurance at any time during the term of the Contract. In the event that Vendor fails to provide proof of or fails to maintain the required insurance, or otherwise fails to comply with the insurance requirements set forth herein, District shall have the right, as applicable, to reject Vendor's bid or terminate the Contract for cause.

j. **Assumption of Risk.** District makes no representation that the limits or forms of insurance coverage specified herein are adequate to cover Vendor's property, business operations, or obligations under the Contract Documents. Vendor shall confer with its own insurance broker regarding Vendor's risk under the Contract Documents, and, if so advised by such broker, obtain additional insurance and/or insurance with higher limits.

k. **District Not Required to Name Vendor as Additional Insured.** District shall not be required to name Vendor as an additional insured under District's insurance or self-insurance coverage memorandum, as applicable.

29. **Indemnity.** To the maximum extent permitted by applicable law, Vendor shall at Vendor's sole cost and expense indemnify, defend, and hold harmless District and its officers, officials, agents, employees and volunteers from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory

proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including reasonable attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) that arises out of, pertains to, or relates to (a) any injury or damage sustained directly or indirectly by Vendor's employees in connection with their work under the Contract, including bodily injury, property damage, and claims related to the employees' wages; (b) any injury or damage sustained by any person, firm, corporation, or party caused by the act, neglect, default or omission of Vendor, or Vendor's employees or agents, including, but not limited to, any foodborne illness caused by Vendor's failure to properly store, transport, handle, or label any food products delivered to District; (c) any injury or damage caused by Vendor's failure to comply with Education Code Section 45125.1, if applicable to the Contract; (d) any alleged infringement of the patent rights, copyrights, or trademark rights of any person in consequence of use by District of products used under the Contract; and (e) any injury or damage caused by Vendor's failure to comply with applicable federal, state, or local laws or regulations, or District's policies. The provisions of this indemnification do not apply to any damage or loss caused by the sole negligence or willful misconduct of the District, its officials, elected board members, employees, or claims caused by the dangerous conditions of District real property that arose out of acts or omissions by District. The insurance coverage requirements under the Contract Documents shall in no way lessen or limit the liability of Vendor under the terms of this indemnification obligation. The terms of this paragraph shall survive the expiration or termination of the Contract.

30. District's Limitation of Liability. District's liability to Vendor, if any, shall be capped at the Contract Price.

31. Permits, Licenses, Other Authorizations. Prior to commencement of the Work and throughout the duration of the Contract, Vendor shall, at its own cost and expense, obtain and maintain in full force and good standing any and all licenses, permits, third party agreements, regulatory approvals and any other written authorization required in connection with furnishing the products and services contemplated in this RFB (collectively "Authorizations"). For avoidance of doubt, the term "required" in this paragraph refers to and includes each of the following: (a) Authorizations mandated by local law, State law and/or federal law; (b) Authorizations requested by any governmental entity with jurisdiction over Vendor and/or the Work; and (c) Authorizations otherwise necessary to legally ensure District's right to use and receive the products and services contemplated hereunder for the entire contract term without interruption. Vendor assumes all responsibility for being knowledgeable about, obtaining, maintaining and renewing the required Authorizations. This obligation expressly includes a duty to remain informed about new/amended laws and/or governmental conditions of approval. Vendor's failure to obtain and maintain the required Authorizations shall be deemed a material violation of the Contract and grounds for District to immediately terminate the Contract and seek any applicable remedies available at law or in equity.

32. Additional Requirements under Federal Law (2 C.F.R. § 200.236).

a. Environmental Compliance. Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387); agrees to report any violation thereunder to District; and understands and agrees that District will in turn report each violation as required to assure notification to the proper federal authorities.

b. **Debarred, Suspended Vendors.** Vendor represents and warrants that Vendor, its principals, and its affiliates are not listed on the government-wide exclusions in the System for Award Management, which lists the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than applicable executive orders. Vendor must comply with 2 C.F.R. Section 180, subpart C, and 2 C.F.R. Section 3000, subpart C, and must include a requirement to comply with these provisions in any lower tier covered transaction which Vendor enters. This certification is a material representation of fact relied upon by District. If it is later determined that Vendor did not comply with 2 C.F.R. Section 180, subpart C, and 2 C.F.R. Section 3000, subpart C, in addition to remedies available to District, the federal government may pursue additional remedies against Vendor.

c. **Byrd Anti-Lobbying Amendment.** Vendor further represents and warrants that Vendor has filed the certification required under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), which specifies that Vendor will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to include an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352, and that Vendor has disclosed any lobbying with non-federal funds that takes place in connection with obtaining any federal award. This certification is a material representation of fact upon which District relies when entering into the Contract. Any person who fails to file the required certifications is subject to penalty under applicable law.

33. **Compliance with Laws.** All of the Work performed under the Contract by Vendor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California; the ordinances, rules, and regulations of the County of Ventura and City of Oxnard; and the policies of the District, as applicable.

34. **No Assignment.** No assumption of any of Vendor's duties, responsibilities, obligations, or performance under the Contract Documents by any entity other than Vendor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur without District's express prior written consent. If any assumption, takeover, or unauthorized performance does occur without District's prior written approval, then Vendor shall be in material default of the Contract, in which event District may terminate the Contract for cause and seek any remedy available under the Contract and by applicable law.

35. Public Entity Participation (“Piggybacking”). PCC Section 20118 permits districts to purchase equipment, materials, or supplies without advertising for bids pursuant to another public agency’s publicly bid contract (*i.e.*, “piggybacking” on the other public agency’s contract). District has elected to publicly bid the Work and, subject to the Vendor’s consent, permit other local school districts to piggyback on the Contract. Other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase the identical items at the same price and upon the same terms and conditions; provided, however, that such other public entities may alter the jurisdictional provisions of this RFB to comport with their preferred jurisdictional requirements (*e.g.*, change the venue for dispute resolution proceedings to another county). If Vendor consents to piggybacking, District waives its right to having any such other school districts and community college districts draw their warrants in favor of District. (PCC §§ 20118; 20652.).

36. Conflicts of Interest. Vendor agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under the Contract. During the term of the Contract, Vendor shall not hire personnel currently employed by District to perform any work under the Contract. Vendor shall promptly inform District of any contract, arrangement, or interest that Vendor may enter into or have during the performance of the Contract that might appear to conflict with District’s interests, including, but not limited to, contracts and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the work performed under the Contract. Vendor shall take such measures as are necessary in the performance of the Contract to prevent actual conflicts of interest. District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate the Contract in the event such a conflict exists after it has given Vendor written notice which describes the conflict.

37. Independent Contractor. Vendor shall perform the Work as an independent contractor. It is understood and acknowledged by and between the Parties that Vendor is not and shall not be construed as a District employee for any purpose whatsoever. Under no circumstances shall Vendor look to District as Vendor’s employer, or as a partner, agent, or principal. Vendor hereby acknowledges and warrants that, as an independent contractor, Vendor is solely responsible for its performance and that of any of Vendor’s employees, subcontractors, assistants, including the method, details, and means of performing the services specified herein. Except as otherwise provided herein, Vendor is solely liable for all costs and expenses associated with Vendor’s performance hereunder and for any and all loss or damages which may be caused or occasioned on account of Vendor’s provision of services pursuant to the Contract, whether the same loss or damages be for personal injury or property damage. Vendor shall be responsible for providing, at Vendor’s sole expense and in Vendor’s name, disability, worker’s compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Work. Vendor shall not be entitled to any benefits, including, without limitation, worker’s compensation, deferred compensation, disability insurance, vacation or sick pay from District. Vendor acknowledges and agrees that Vendor’s employees shall not be eligible for any District employee benefits and, to the extent Vendor’s employees otherwise would be eligible for any District employee benefits but for the express terms of the Contract, Vendor hereby expressly declines to participate in such District employee benefits. Neither Vendor, nor any partner, agent, or employee of Vendor, has authority to

enter into contracts that bind District or create obligations on the part of District without District's prior written authorization.

38. Appropriation Clause. Vendor hereby agrees and acknowledges that monies utilized by District to purchase services and products are public funds appropriated by the State and/or acquired by District from similar public sources and is subject to variation. District fully reserves the right to cancel the Contract due to non-availability or non-appropriation of sufficient funds beyond the current fiscal year, in which event District shall not be liable to Vendor for any damages, claims, or penalties at law or in equity.

39. Termination.

a. Termination by Vendor for Cause. Vendor may terminate the Contract for cause upon thirty (30) calendar days' written notice. For purposes of this subparagraph, "cause" shall be defined as District's failure to pay Vendor any undisputed amount within sixty (60) calendar days of demand.

b. Termination by District for Cause. District may terminate the Contract for cause upon thirty (30) calendar days' written notice to Vendor. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Vendor filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Vendor making a general assignment for the benefit of Vendor's creditors, the appointment of a receiver due to Vendor's insolvency, or the levy of an attachment of execution upon Vendor's property; (iii) Vendor's material breach of the Contract, including, but not limited to, Vendor's failure to timely deliver products or otherwise perform its obligations in a timely manner; Vendor's failure to deliver the correct products or to deliver the products at the quoted prices; Vendor's delivery of products that are inferior to those provided in samples or demonstrations, or otherwise inferior to the standards set forth by District; Vendor's failure to obtain and carry for the length of the Contract the required insurance with at least the minimum limits and mandatory endorsements; Vendor's inability to truthfully make the required representations and warranties as of the effective date of the Contract and throughout the duration thereof; (iv) Vendor's provision to District of any false, misleading, or inaccurate information in its bid or otherwise; or (v) Vendor's actual or perceived conflict of interest under the Contract Documents. Notwithstanding the foregoing, District shall have the right to immediately terminate the Contract in the event of an act or omission by Vendor that constitutes gross negligence, willful misconduct or a violation of applicable law, or that endangers or is likely to endanger the safety, health or well-being of any person. Vendor shall be liable to District for any excess cost occasioned to District by termination for cause. The foregoing provisions for termination of the Contract are in addition to, and not in limitation of, the right of District under any other provisions of the Contract.

c. **Termination for Convenience.** District may terminate the Contract at any time by giving Vendor sixty (60) calendar 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. In the event of termination for convenience, Vendor shall be entitled to no further compensation or payment of any type from District other than payments for goods or services satisfactorily rendered prior to the effective date of said termination.

d. **False Claims.** Pursuant to GC Sections 12650, *et seq.*, any person, including an independent contractor, who submits a false claim to District shall be liable to District for three times the amount of damages which District sustains because of the false claim. Anyone who submits a false claim to District may also be liable to District for statutory penalties for each false claim, and for the costs of a civil action to recover damages and/or penalties. The submission of a false claim shall be a material breach of the Contract.

40. **Force Majeure.** Each Party shall be excused from performance under the Contract during the time and to the extent that it is prevented from performing in the customary manner by an act of God, including earthquake, wildfire, or flood; war, riot, civil disturbance, or terrorism; epidemic, quarantine or pandemic; strike, lockout, labor dispute, oil or fuel shortage, freight embargo; or commandeering of equipment, materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other Party as soon as reasonably practical, but in no event later than ten (10) business days after the commencement of the force majeure event.

41. **Notices.** Any notice to be given under the Contract to either Party shall be in writing and shall be given by personal delivery (including express or courier service), or by registered or certified mail, with return receipt requested, postage prepaid and addressed to the respective Party at the address designated at the post-award conference. In the event that no address is designated at the post-award conference, then any notice to District shall be delivered to 1800 Solar Drive, Oxnard, California 93030, attn.: Director of Child Nutrition, with a copy to the Assistant Superintendent of Business Services, and any notice to Vendor shall be delivered to the address and person designated in Vendor's Bidder Questionnaire. Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery, as evidenced by the regular records of the person or entity attempting delivery.

42. **Dispute Resolution.** It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under

the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision. The Parties expressly acknowledge and agree that this paragraph shall not constitute a waiver of the Government Claims Act.

43. Governmental Immunities. Nothing in this RFB shall be construed or interpreted as a waiver by District of any immunities available to public entities in general or to District specifically. District reserves any and all rights with respect to governmental immunities.

44. State Review and Audit of Records. The State has the right to examine, review, audit and/or copy any books, records, and files related to a contract involving an expenditure of funds in excess of ten thousand dollars (\$10,000.00) for a period of three (3) years after final payment under the contract. (GC § 8546.7.) Vendor shall preserve and retain all Contract records for a period of three (3) years after the final payment under the Contract, or if an examination, review or audit has commenced but not completed within such three (3)-year period, then Vendor shall retain the records until such examination, review or audit has been completed. Vendor shall cooperate in and comply with any such examination, review or audit by promptly making records available at all reasonable times for the purposes set forth herein and taking all such other actions reasonably required in furtherance of the purposes set forth herein, at no additional cost to District. To the maximum extent permitted by applicable law, Vendor shall be liable for any damages suffered by District due to Vendor's failure to comply with these requirements.

45. Anti-Discrimination. To the maximum extent permitted by federal, state and any other applicable law, it is District's policy that in connection with any work under the Contract Documents, there shall be no discrimination against any prospective or active employee engaged in the work due to race, color, ancestry, national origin, sex, sexual orientation, pregnancy, physical or mental disability, marital status, medical condition, age, religion, veteran status, or political affiliation. Vendor shall abide by all anti-discrimination laws applicable to the Contract, which may include, but not be limited to, the Unruh Civil Rights Act (Civil Code Sections 51, *et seq.*); GC Sections 11135, *et seq.*; California Labor Code Sections 1101, *et seq.*, and 1735; the Federal Civil Rights Act of 1964 (42 U.S.C. Sections 2000e, *et seq.*); the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101, *et seq.*); the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); the Rehabilitation Act of 1973 (29 U.S.C. Sections 701, *et seq.*); Executive Order 11246 entitled "Equal Employment Opportunity"; and all

applicable regulations and District policies. District has provided the foregoing list as a courtesy to Vendor and does not represent that the foregoing list is applicable to all District contracts nor an exhaustive list of all anti-discrimination laws applicable to all District contracts. Vendor is advised to seek independent legal counsel regarding Vendor's anti-discrimination obligations.

46. Undocumented Workers. Vendor promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, *et seq.*, as amended, and 8 U.S.C.A. Section 1324a(h)(3), as amended. Should Vendor employ undocumented individuals for the performance of any work and/or services covered by the Contract, and should any liability or sanctions be imposed against District for such employment, Vendor agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

47. Attorneys' Fees. If any action or proceeding is instituted to enforce or interpret any provision of the Contract, the prevailing Party therein shall be entitled to recover its reasonable attorneys' fees and costs from the losing Party.

48. Governing Law; Venue. The Contract shall be governed by and construed in accordance with the laws of the State of California. The venue for any action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura.

END OF GENERAL CONDITIONS

APPENDIX I – DISTRICT FACT SHEET

1. **Deliveries.** Deliveries shall be made to the designated loading/unloading location at the following school sites, as requested by the District. All deliveries must be made during the specified receiving hours.

School	Address	Receiving Hours
Rio Del Mar	3150 Thames River Dr., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Del Norte	2500 Lobelia Dr., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Del Sol	3001 N. Ventura Rd., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Del Valle	3100 Rose Ave., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Lindo	2131 Snow Ave., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Plaza	600 Simon Way, Oxnard, CA 93036	7:00-9:30 a.m. Mon-Fri
Rio Real	1140 Kenny St., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri
Rio Rosales	1001 Kohala St., Oxnard, CA 93030	6:30-9:30 a.m. Mon-Fri
Rio Vista	3050 Thames River Dr., Oxnard, CA 93036	6:30-9:30 a.m. Mon-Fri

2. **Invoicing.** Send all invoices, referencing Rio School District purchase order number, to: Rio School District, Accounts Payable Department, 1800 Solar Drive, Floor 3, Oxnard, CA 93030.

3. **Modifications; Revisions.** District reserves the right to update the receiving hours, school site addresses or District office address, or other information in this District Fact Sheet by written notice.

APPENDIX II – PRODUCT QUOTATION SHEETS

Bid Sheet 2020 - 2021

ITEM #	Description	Pack	Size	Approved Brand	MPC Code	Alternate Brand/MPC	ESTIMATED USAGE 2020 - 2021	COMMODITY ITEM	QUOTED PRICE
1	APPLESAUCE NATURAL UNSWEETENED	72	4 OZ	TREETOP	101414		30		
2	BAGEL WHL GRAIN WHT	12	6 CT.	LENDERS	7680000074		200		
3	BAGEL, BREAKFAST PIZZA, 1W, 1M/MA AND 1.25WG	96	3 OZ	TONY ROBERTS	78977		200		
4	BAGEL, MINI, CINNAMON FILLED, 1W, 2WG	72	2.43OZ	PILLSBY	38399		160		
5	BAGEL, MINI, STRAWBERRY FILLED, 1W, 2WG	72	2.43OZ	PILLSBY	38413		30		
6	BAGEL, WHL GRAIN WHT, 1W	1	72CT	LENDERS	7680000075		100		
7	BAR, BREAKFAST APLCINN CHEERIOS, 1W, 1WG	96	1.42OZ	GENERAL MILLS	31911000		100		
8	BAR, BREAKFAST CINN TOAST CRUNCH, 1W, 1WG	96	1.42OZ	GENERAL MILLS	45576000		100		
9	BEAN GREEN CUT 4SV BL	6	#10		5096359		40		
10	BEAN, BLACK	6	#10				20		
11	BEAN, GARBONZO	6	#10				20		
12	BEAN, KIDNEY	6	#10				50		

13	BEAN, PINTO FCY	6	#10	CASASOL	EB-0610		30	
14	BEAN, REFRIED, DEHYDRATED, VEGETARIAN, NO LARD	6	26.25Z	SANTAGO	10302		60	
15	BEEF PATTY, GRILLED MESQT, RULLY COOKED, 2M/MA	135	2.45OZ	ADVANCE PIERRE	3770		530	COMMODITY
16	BEET, SHOESTRING, FCY	6	#10		22042		30	
17	BEVERAGE, SPARKLING JUICE. MUST BE COMPLIANT WITH CA SB 965. BIDDER TO STATE VARIETIES AND FLAVORS AVAILABLE	24	8 OZ	SWITCH	3129		200	
18	BISCUITT, BAKED, WHOLE GRAIN, EASY SPLIT, 2WG	120	2 OZ	PILLSBY	132271000		60	
19	BREAD STICK, PROOF & BAKE, 1 WG	120	1.8 OZ	RICHS	87783		35	
20	BREAD STUFFED CHEESY BUFFLO PULL APART, IW, 2M/MA AND 2WG	72	4.06OZ	PILLSBY	131597000		50	
21	BREAD STUFFED CHEESY GARLIC PULL APART, IW, 2M/MA AND 2WG	72	4.06OZ	PILLSBY	18000-38464		100	
22	BREAD ZUCCHINI CARROT LOAF, IW, 2WG	72	3 OZ	SIMBLUE	ZBLA372		120	
23	BREAD, BANANA WHOLE GRAIN, SLICED, IW, 2WG	70	3.4OZ	SUPBKRY	6071		90	
24	BREAD, PANINI, SLICED, FROZEN, 2/WG	192	.82 OZ		137737000		30	
25	BREAKFAST WRAP, EGG & CHEESEON WHOLE GRAIN FLOUR TORTILLA, FULLY SEALED, 1M/MA AND 1 WG	72	2.5OZ	LOSCABO	97871		300	
26	BROWNIE CHOC, WHOLE GRAIN, LOW FAT, IW, 1.25WG	96	2 OZ	BUENVST	82220		50	

27	BUN CINNAMON BAKED WHOLE GRAIN, 1WG	72	2.9OZ	SUPBKRY	6070		160	
28	BURRITO BEAN & CHEDDAR CHEESE SPICY, BULK,	80	5.95OZ	LOSCABO	71470		10	
29	BURRITO BEAN & CHEDDAR CHEESE SPICY, 1W, 2M/MA AND 2WG	80	5.95 OZ	LOSCABO			40	
30	BURRITO BEAN & CHEDDAR CHEESE, BULK, 2M/MA AND 2WG	48	5.2 OZ	LOSCABO	67576		400	
31	BURRITO BEAN & CHEDDAR CHEESE, 1W, 2M/MA AND 2WG	96	5.2 OZ	LOSCABO	97576		200	
32	BURRITO BEAN & CHEESE ULTRA, 1W, 2M/MA AND 2WG	80	5.5OZ	CABOPRM	71571		30	
33	BURRITO BRAKFAST, EGG & TURKEY SAUSAGE, 1W, 1M/MA AND 1WG	72	2.5 OZ	LOSCABO	97879		250	
34	BURRITO, BEAN, CHEESE & GREEN CHILI, 1W, 2M, MA AND 2WG	96	5.2OZ	LOSCABO	97580		100	
35	CALZONE THREE CHEESE REDUCED FAT, BULK, 2 WG	45	5.5 OZ	BUENVST	50230		220	
36	CEREAL GRANOLA, BULK, PEANUT FREE ONLY	4	50 OZ				30	
37	CEREAL HOT OAT QUIK BUCKEYE	1	50 LB		20164		20	
38	CEREAL, BOWL. PACK, 1WG. BIDDER TO STATE VARIETIES AVAILABLE			GENERAL MILLS KELLOGG			800	
39	CEREAL, BOWL. PACK, 2WG. BIDDER TO STATE VARIETIES AVAILABLE			GENERAL MILLS KELLOGG			400	
40	CHEESE BITES, MOZZARELLA, .5 M/MA AND .5 WG	240	1 OZ	WLDMIKE	11003		100	

41	CHEESE CHEDDAR PORTION-TW	100	75 OZ	SCHRBER	STK09354		80	
42	CHEESE CHILE FLAQUITO 2M/MA AND 2WG	80	5.56OZ	MICHL B	FT020		210	
43	CHEESE CREAM ORIG SPREAD CUP	100	1 OZ	PHILA	1.0021E+13		250	
44	CHEESE, CHEDDAR REDUCED FAT, PRESLICED NO MORE THAN 190MG OF SODIUM PER SERVING	8	1.5LB	LAND O LAKES	44224		120	
45	CHEESE, PARMESAN, SHREDDED, LONG SHREDS ONLY, NOT POWDERED	4	5LB				30	
46	CHEESE, STRING, RF RS, MOZZARELA, CHEDDAR JACK/CHEDDAR MIX 1M/MA	96	10Z	LAND O LAKES	44881, 59703, 44878		400	
47	CHEESE, CHEDDAR, SHREDDED, RF, RS	4	5LB	LAND O LAKES	41749		60	
48	CHEESE, MOZZARELLA, SHREDDED, RF, RS	4	5LB	LAND O LAKES	41698		40	
49	CHICKEN MANDARIN ORNGE, WHOLE GRAIN, FULLY COOKED	6	5 LB	LINGS	15552		300	COMMODITY
50	CHICKEN TERIYAKI BBQ, NO MSG, FULLY COOKED	6	5 LB	LINGS	15554-8		300	COMMODITY
51	CHICKEN, FULL COOKED 8 PIECE PARTS, ROASTED 2M/MA	1	30 lb	GLDKIST	8820		190	COMMODITY
52	CHICKEN, FULL COOKED 8 PIECE PARTS, WHOLE GRAIN BREADED 2M/MA AND 1WG	1	35 lb	GLDKIST	7812		160	COMMODITY
53	CHICKEN, PATTY, WHOLE GRAIN BREADED, SPICY, WHOLE MUSCLE MEAT, FULLY COOKED, 2M/MA AND 1 WG	120	4 OZ	GLDKIST	7517		20	COMMODITY
54	CHICKEN, WHOLE GRAIN BREADED BREAD BITES, WHOLE MUSCLE MEAT, FULLY COOKED, 2M/MA AND 1WG	1	30 LB	GLDKIST	7518		300	COMMODITY

55	CHICKEN, WHOLE GRAIN BREADED, BONELESS BREAST FILLET, WHOLE MUSCLE MEAT, FULLY COOKED, 2M/MA AND 1WG	6	5 LB	GLDKIST	7516		380	COMMODITY	
56	CHIP TORTILLA TRI WHT CORN, IW,	80	1.8 OZ	ROMERO	7802-1		30		
57	CHIP TORTILLA TRIANG WHITE, BULK	1	12LB	ROMERO	712TWL		450		
58	CHIP, WHOLE GRAIN, ORIGINAL ORIG	104	1 OZ	SUNCHIP	11151		300		
59	CHIPS, WHOLE GRAIN, HARVEST CHEDDAR	104	1 OZ	SUNCHIP	11152		100		
60	COOKIE CHOC CHIP WHOLE GRAIN IW, .75WG	200	1 OZ	BUENVST	79010		40		
61	CORN WHL VACPCK	6	#10	CHFMXWL	35302 10073		160		
62	CRACKER SALTINE WHOLE WHEAT	300	2 CT	WSTMNST	30017		130		
63	CROISSANT WHOLE GRAIN			CHFPIER	41315		250		
64	CROUTON MULTI-GRAIN C/G HS ZTF	8	2.5 LB		74925		60		
65	DOUGH COOKIE CHOC CHIP WG RF, .75WG	216	1 OZ	BUENVST	78010		20		
66	DRESSING RANCH PACKET	204	12 GM	MARZETI	81561		50		
67	EGG PATTY, SCRAMBLED, GRILLED, 1M/MA	369	1.25OZ	SUNFRSH	40710		70	COMMODITY	
68	EGG SCRAMBLED, PRE COOKED, WITH BACON BITS AND CHEESE	4	5 LB	SUNFRSH	40828		250	COMMODITY	

69	EGG, FRESH, LIQUID, WHOLE EGGS WITH CITRIC, FROZEN	6	5 LB	SUNFRSH	10085			40	COMMODITY	
70	EGGS, HARDBOILED WHOLE, OUT OF SHELL	8	18 CT	SUNFRSH	50038			60	COMMODITY	
71	FLOUR ALL PURP H&R BL EN MT	1	25 LB		52125000			10		
72	FRUIT MIX BOWL IN JUICE	36	4 OZ	DOLE	38900-03065			40		
73	FRUIT MIX TROPICAL FRT JCE BWL	36	4 OZ	DOLE	3048			40		
74	HOMINY WHITE	6	#10	CASASOL	2003811			120		
75	KETCHUP FANCY POUCH DISPENSER	2	1.5GAL	HEINZ	78000075			220		
76	KETCHUP PACKET FCY	1000	9 GM	HEINZ	78000108			80		
77	MAYONNAISE LITE	4	1 GAL	CHEFRD	77191CHP			100		
78	MAYONNAISE PKT	500	12 GM	HEINZ	78000705			30		
79	BATTER MUFFIN CORNBREAD WHLGRN	2	9 LB	FATCAT	WGCORNMFN-			100		
80										
81	MUFFIN BANANA, WHOLE GRAIN, IW	60	2 OZ	BUEWST	10144			50		
82	MUFFIN, BLUEBERRY, WHOLE GRAN, IW	60	2 OZ	BUEWST	10143			50		

83	MUFFIN, BLUEBERRY, WHOLE GRAIN, IW	40	3.2 OZ	BUENVST	63215		50	
84	MUFFIN, SWEET POTATO CHOCOLATE CHIP, WHOLE GRAIN, IW	60	2 OZ	BUENVST			100	
85	MUFFIN, BANANA, WHOLE GRAIN, IW	40	3 OZ	BUENVST	63135		50	
86	MUFFIN, SWEET POTATO CHOCOLATE CHIP, WHOLE GRAIN	40	3.2	BUENVST			100	
87	MUSTARD FANCY POUCH DISPENSER	2	1.5 GAL	HEINZ	1.30007E+11		8	
88	MUSTARD PKT	500	1/5 OZ	HEINZ	78000700		30	
89	OIL OLIVE BLEND 80% OLIVE OIL 20% CANOLA OIL	6	1 GAL	AREZZIO	5934302		10	
90	OLIVE RIPE SLICED CALIF	6	#10	LINDSAY	342000.6		10	
91	ORANGE MANDARIN SECT JUICE CUP	36	4 OZ	DOLE	4208		40	
92	ORANGE MANDARIN SECT LIGHT SYR	6	#10	INTCLS	210574865N		50	
93	PAN RELEASE, AEROSOL	6	14 OZ				40	
94	PANCAKE MAPLE BURST MINI W/G	72	3.17OZ	PILLSBY	18000-37732		200	
95	PANCAKE STWBRY SPLASH MINI	72	3.17OZ	PILLSBY	18000-37731		30	
96	PASTA ELBOW 100% WHL GRAIN	2	10 LB	BARILLA	1000013342		40	

97	PASTA ROTINI 100% WHL GRAIN	2	10 LB	BARILLA	1000013341		40	
98	PASTA, SPAGHETTI, 100% WHL GRAIN	2	10 LB	BARILLA	1000-338005		40	
99	PEACH DICED EXTRA LIGHT SYRUP	6	# 10		F2614610		40	
100	PEACH DICED IN 100% FRUIT JUIC	36	4 OZ	DOLE	38900-03073		40	
101	PEANUT BUTTER IN A CUP	100	1.11OZ	PIERRE	90011		80	COMMODITY
102	PEANUT DRY ROAST SLTD BLANCHED	3	2 LB		4645438		20	
103	PEPPER JALAPENO SLI FIELD RUN	6	#10		950341		20	
104	PEPPERONI SLICED	2	5 LB	ARMOUR	2781522021		40	
105	PICKLE CHIP DILL C/C POUCH PAK	6	5.75LB	HEINZ	1.30007E+11		70	
106	PINEAPPLE TIDBIT JOE BOWL	36	4 OZ	DOLE	419		40	
107	PINEAPPLE TIDBIT JUICE	6	10#		35302 10002		40	
108	PIZZA BREAKFAST TRKY SSG WG IW	100	3.2OZ	TONYS	63913		180	
109	PIZZA CHEESE 8X12 CHEESE BOTTOM CRUST, WHL GRN	40	12.0OZ	WLDMIKE	RM071		170	
110	PIZZA CHEESE WHOLE GRAIN, STUFF CRUST, 2M/MA AND 2WG	96	4.5OZ	GILARDI	16272-20113		130	

111	PIZZA PEPPERONI, WHOLE GRAIN, STUFFED CRUST REDUCED FAT TURKEY & PEPPERONI 2M/JMA AND 2WG	96	4.5OZ	GILARDI	16272-20114		140	
112	PIZZA,BREAKFAST, WG, IW, MUST MEET 1 M/JMA AND 1.5 WG	1	128 CT	TONYS	63912		50	
113	POTATO FRY SWEET WAFFLE CUT	6	2.5 LB	MCCAIN	MCF05074		400	
114	POTATO MASHED PEARL LOW SOD VC	12	26.5OZ	BASICAM	10426		160	
1015	POTATO SWEET 3/16X3/8 TRIM	5	3 LB	LAMB	L8000		240	
116	POTATO SWEET TATER PUFF	6	2.5 LB	LAMB	L0094		400	
117	PRETZEL ROD WHL. WHEAT 51%WG	180	1 OZ	J&J SNK	31012		100	
118	QUESADILLA CHEESE & GREEN CHILE, 1W, 2M/JMA AND 2WG	48	4.4 OZ	LOSCABO	45227		360	
119	RAISIN SEEDLESS SEL	144	1.5 OZ		10108855		30	
120	RAISINS, SEEDLESS, BULK	1	5 LB				40	
121	RICE BROWN LONG GRAIN NATURAL	1	25 LB	PRODUCR	B2PE25560		100	
122	ROLL CINN MINI CINNI	72	2.29OZ	PILLSBY	133686000		200	
123	SALAD FRUIT TROPICAL LT SYRUP	6	#10	DOLE	9082		10	
124	SALSA FRESH MOLCAJETE ROJA	3	4LB	DELREAL	504-5		50	

125	SALSA FRESH VERDE	3	4LB	DELREAL	501			50	
126	SANDWICH CHICKEN GORDITA, 1W, 2M/JMA AND 2WG	96	4.37OZ	OELPASO	43883			100	
127	SANDWICH SUNFLOWER BUTTER AND GRAPE JELLY, WHOLE GRAIN, FULLY SEALED, 1 M/JMA AND 1 WG	96	2.8 OZ	SUNW5FD	12228			80	
128	SANDWICH, FULLY SEALED, 1M/1MA AND 1WG BIDDER TO PROVIDE FLAVORS AVAILABLE, PEANUT BTR ONLY	72	2.8 OZ	ADVANCE	92127			520	
129	SANDWICH, TURKEY BREAST DELI AND CHEESE ON A WHOLE GRAIN FRENCH ROLL, FULLY SEALED, 2M/JMA AND 2 WG	48	EA	ROSNHR	TDC248WC			50	COMMODITY
130	SANDWICH, TURKEY HAM & CHEESE ON A FRENCH ROLL, FULLY SEALED, 2M/JMA AND 2 WG	48	4.5 OZ	ROSNHR	SST10WC			50	
131	SAUCE BBQ	4	1 GAL	GAYLES	43901-22049			60	
132	SAUCE BBQ CUPS	100	1 OZ	BULLEYE	39709			50	
133	SAUCE ENCHILADA	6	#10	LA VICT	2505			90	
134	SAUCE HOT PC 7GM	1	200 PK	CHOLULA	WX3811			40	
135	SAUCE HOT PKTS	500	7 GR	TAPATIO				40	
136	SAUSAGE ITALIAN TOPPING PIZZA	2	5 LB	AREZZIO	68785-0071			25	
137	SHELL TACO , 5.25"	8	25 CT	CASASOL	10114			85	
138	SHELL, TOSTADA	8	25 CT	ROMERO	TB16300			85	

139	SIDEKICK,FROZEN 100%JUICE,NO SUGAR ADDED, 4.4 OZ, BIDDER TO PROVIDE VARIETIES AVAILABLE	84	4.4 OZ	RIDGEFIELD			160		
140	SNACK BAR, GRANOLA,OATS AND HONEY, CRUNCHY, 1.25 WG	4	36 CT	NAT VLY	11582000		350		
141	SNACK, CINNAMON OAT CRISPS,1 WG	120	1.2 OZ	NAT VLY	48256		120		
142	SNACK, GRAHAM CRACKER, BUNNY, ORGANIC, WHOLE GRAIN, 1WG	100	1.25OZ	ANNIE'S	600236000		300		
143	SOUP BASE, CHICKEN	1	5 LB				10		
144	SOY MILK, ASCEPTIC CARTONS. REQUIRE BOTH ORIGINAL & VANILLA. APPROVED AS MILK SUBSTITUTE FOR NATIONAL SCHOOL LUNCH PROGRAM	18	8.25OZ	PACIFIC NATURAL FOODS			20		
145	SPICE, CHILI POWDER	5	LB				8		
146	SPICE, CINNAMON	5	LB				8		
147	SPICE, CUMIN	1	4.5 #				8		
148	SPICE, GARLIC POWDER	1	5.25 #				8		
149	SPICE, GRANULATED GARLIC	1	605 #				8		
150	SPICE, ONION POWDER	1	5.25 #				8		
151	SPICE, ONION, DEHYDRATED FLAKES	3	LB				8		
152	SPICE, OREGANO, FLAKE	1	1.75 #				8		

153	SPICE, PAPRIKA	3	LB						8	
154	SPICE, PARSLEY	1	5 #						8	
155	SPICE, SALT, GRANULATED	1	25#						8	
156	SPICE,, PEPPER, GROUND	1	5#						8	
157	SPICE,BASIL, FLAKES, DRY	1	12 OZ						8	
158	SUGAR BROWN LIGHT	24	1 LB	C&H		404816			8	
159	SUNFLOWER KERNEL HONEY RSTD	150	1 OZ	PWRSNKS		7220210			80	
160	SUNFLOWER KERNEL RST SALTED	150	1 OZ	PWRSNKS		7220010			30	
161	SUNFLOWER SEED SUNBUTTER	200	1 OZ	SUNBUTR					20	
162	SYRUP PANCAKE OUP	200	1 OZ	MRSBWTH		78004632			140	
163	TAMALE CHEESE WHL GRAIN 1.25M/MA AND 2WG	12	4 CT	DEIREAL		766			60	
164	TAMALE CHICKEN IN GREEN SAUCE, 2M/MA AND 2WG	12	4 CT	DEIREAL		783			400	
165	TAQUITO CHKN WHL/GRN	140	1.74 OZ	POSADA		46580011			600	
166	TOAST, FRENCH, STICKS, WHOLE GRAIN, CINNAMON GLAZED, 1 M AND 1.5 GRAIN	100	2.9 OZ	SUNFRSH		40067			60	COMMODITY

167	TOAST, FRENCH. WHOLE GRAIN, WRAPPED, CINNAMON GLAZED 1M AND 1.5 GRAIN	110	2.9 OZ	SUNFRSH	40081		80	COMMODITY
168	TOAST, FRENCH. WHOLE GRAIN, CINNAMON GLAZED 1M AND 1.5 GRAIN	130	2.9OZ	SNFRESH	40080		40	COMMODITY
169	TOMATO CRUSHED ALL PURP	6	#10	AREZZIO	1773300899		40	
170	TOMATO DICED IN PUREE XS CAL	6	#10		1750000906		10	
171	TOMATO PASTE	6	#10				10	
172	TOMATO SAUCE	6	#10				10	
173	TORTILLA CORN SOPEAS 2OZ	12	10 CT	DELREAL	6055		100	
174	TORTILLA FLOUR BEAN & CSE PUP	8	5 CT	DELREAL	705		200	
175	TUNA LIGHT SKIPJACK POUCH PACK	6	43 OZ		29511SY		30	
176	TURKEY BREAST SLICED, OVEN ROASTED, .5OZ PER SLICE	12	1 LB	JENNIEO	2099		30	COMMODITY
177	TURKEY BREAST, SHREDDED	4	5 lb	JENNIEO	220120		30	COMMODITY
178	TURKEY FRANK, SMOKED, REDUCED SODIUM, FULLY COOKED 8/LB	4	5LB	JENNIEO	612620		210	COMMODITY
179	TURKEY GROUND RAW THIGH COMM	4	5 LB	JENNIEO	205135		500	COMMODITY
180	TURKEY HAM, SLICED, .5 OZ PER SLICE	12	1 LB	JENNIE O			30	COMMODITY

		4	7 #	JENNIEO	284728		300	COMMODITY
181	TURKEY SHREDDED GRAVY, FULLY COOKED	4						
182	VINEGAR WHITE 50 GRAIN DISTILLED	4	1 GAL	FOUR MONKS	911123		16	
183	WAFFLE MAPLE MADNESS MINI, 1W, 2WG	72	2.47OZ	PILLSBY	132265000		300	
184	WAFFLE, WHOLE GRAIN, 1WG, BULK	144	1.4OZ	AUNTJEM	1960043577		260	
185	WATER SPRING	6	1GAL	NIAGARA	NDW1GF6PSPCHB		30	
186	WATER SPRING RTD	35	16.9OZ	NIAGARA	NDW05L3PSPCHN		450	
187	WATER SPRING RTD	48	8OZ	NIAGARA	NDW8OZ2X24PSPC		120	
188	YOGURT STRAWBERRY PARFAIT POU	6	4 LB	YOPLAIT	16631000		180	
189	YOGURT VANILLA PARFAIT POUCH	6	4 LB	YOPLAIT	16632000		500	
190	YOGURT, INDIV SERVINGS, MUST MEET SMART SNACK REQUIREMENTS, FLAVORS TO BE PROVIDED	8	OZ				300	

1	APRON POLY EMBSD WHT 28X46 COM	5	100 CT					30	
2	BAG BUN PAN HI-D CLR W/TIE	1	200CT		303679994			30	
3	BAG PLAS 18X24 HI-DEN CLR	1	250CT		303679986			70	
4	BAG PLAS RECLOSE GAL XX-HEAVY	1	250CT		304985530			80	
5	BAG PLAS RECLOSE QRT 7X8 XXHWY	1	500CT		304985520			50	
6	CLEANSER PWDR OXY BLEACH RTU	12	21 OZ	KEYSTON	6100783			8	
7	COVER BUN RACK CLR ROLL	1	50CT		303679973			50	
8	DETERGENT POT/PAN LIQ BLUE RTU	2	1GAL	KEYSTON	6100046			8	
9	FILM PVC ROLL 2000FT	1	18"		9063			8	
10	FOIL ALMN ROLL STD WGT 1000 FT	1	18"		W69317			8	
11	HAIRNET NYLON LRG BLK LT WGT	10	144 ct		305113002			8	
10	PAD SCOUR MED DTY GRN 6X9	1	20 CT	NIAGRA	96NP			20	

13	PAD SCRUB STNLS 50GR 1.75OZ	1	12CT		SYS-304-PB		20	
14	SANITIZER MJLTI QJAT LIQ	2	1GAL	KEYSTON	6100181		16	
15	SPONGE SCRUB GRN 6.25X3.5	1	20 CT	NIAGRA	74NP		25	

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EXHIBITS (TO BE SUBMITTED BY BIDDERS) FOLLOW

EXHIBIT A – BIDDER’S CHECKLIST

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

The following documents must be included in each bidder’s sealed bid, and submitted to the Child Nutrition Services Department, 1800 Solar Drive, Floor 3, Oxnard, CA 93030, attn.: Jenise Buckenberger, or jbuckenberger@rioschools.org on or before the Bid Deadline.

NOTE: This checklist is provided as a courtesy to bidders. It is the bidder’s responsibility to carefully review this RFB and ensure that all items required in the bid are timely and properly submitted. In no event shall the District be liable for any errors or omissions in this checklist.

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

- A. Bidders Checklist
- B. Bid Form
- B-1. Product Quotation Sheets (completed by bidder)
- B-2. Nutritional Information (hard copy or electronic format)
- C. Bidder Questionnaire
- D. Reference Form
- E. Piggyback Clause
- F. Non-Collusion Declaration
- G. Certification Regarding Drug-Free Workplace
- H. Certification Regarding Alcohol-Free and Tobacco-Free Campus Policy
- I. Certification Regarding Workers Compensation
- J. Buy American Certification
- K. Iran Contracting Act Certification of Eligibility to Bid for Contracts
- L. Disclosure of Lobbying Activities
- M. Certification Regarding Debarment, Suspension or Other Ineligibility

EXHIBIT B – BID FORM

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

1. On behalf of the above-referenced bidder, the undersigned, having carefully examined the above-referenced RFB, including, but not limited to, the Notice Inviting Bids, Instructions to Bidders, General Conditions, District Fact Sheet, Product Quotation Sheets, Agreement for Food and Grocery Products, and any local conditions affecting the performance of the Contract, hereby proposes to furnish and deliver said materials and supplies in accordance with the terms and conditions of the RFB, inclusive of the time requirements set forth therein, for the prices quoted on the attached itemized Product Quotation Sheets.

2. The bidder offers the following delivery time after receipt of order (“ARO”).

Delivery time ARO: _____

3. The bidder has reviewed and understands District’s prompt payment discount terms. In consideration thereof, the bidder offers the following prompt payment discount:

_____ % _____ days

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

4. On behalf of the bidder, the undersigned understands and agrees that (a) the bidder cannot withdraw this bid for a period of ninety (90) calendar days after the Bid Deadline, as specified in the RFB and (b) District reserves the right to reject all bids.

5. On behalf of the bidder, the undersigned acknowledges receipt of and has thoroughly examined all addenda issued for this RFB, which addenda include the following:

Addendum #s: _____

“Bidder”

Company Name (as registered with California Secretary of State)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

EXHIBIT C – BIDDER QUESTIONNAIRE

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

Directions: You must answer each question completely and accurately. Do not leave any questions blank. If a question is inapplicable, insert “n/a.” You may attach additional documents if needed. Please clearly label any attachments.

PART A – GENERAL INFORMATION

Section A will not be scored. However, the entire section must be completed. If the entire section is not completed, then your bid may be considered “non-responsive” and may not be scored.

1. Bidder’s Name (Please use official business name as registered with Secretary of State)

2. Bidder’s Fictitious Business Name

3. Bidder’s Physical Business Address

4. Bidder’s Mailing Address (If different than above)

5. Bidder’s Main Telephone Number _____
6. Bidder’s Website _____
7. Bidder’s FEIN (Federal Employer Identification Number) _____
8. Authorized Representative #1 _____
Email Address for Representative #1 _____
Direct Telephone Line for Representative #1 _____
9. Authorized Representative #2 _____
Email Address for Representative #2 _____
Direct Telephone Line for Representative #2 _____
10. Type of Entity (corporation, partnership, etc.) _____
State law under which company was formed (e.g., CA, NV) _____

PART B – ADDITIONAL QUESTIONS REGARDING PRICE

This section contributes to evaluation of your price. The maximum score for price, including the price set forth on the Bid Form, is 30 points.

- 11. Enter your fixed fee charge per case for all future items to be purchased. Fixed fees are to remain firm for the duration of the Contract and any renewal periods thereto.
 - a. For items the distributor is invoiced by the supplier by case price:
Delivery to school site \$ _____ per case
 - b. For items the distributor is invoiced by the supplier by per pound price:
Delivery to school site \$ _____ per pound
- 12. Please provide your current order fill rate percentage.
 - a. Company-wide: _____
 - b. K-12 schools only _____

PART C – USDA FOOD MANAGEMENT

This section contributes to evaluation of your responsibility with respect to USDA Food Management. The maximum score for this section is 25 points.

- 13. Please explain (a) your lead time and your lead time process in general, and (b) your lead time and lead time process for new products. (Total possible points = 3.) _____

- 14. Please describe your method and timeline for providing current PFS or CN labels throughout the school year. Please note that District prefers to obtain this information

electronically. (Total possible points = 3.) _____

15. Explain how you would notify District that a product is not available, and how you resolve the unavailability, *e.g.*, would you provide substitutions, and if so, how would you determine whether the substitution satisfies the District's quality standards and meets District's nutritional guidelines? (Total possible points = 3.) _____

16. What system do you use to verify USDA food tracking? (Total possible points = 2.) _____

17. Once USDA food entitlement is used, what will you do to help District source other products to purchase? In your answer, please describe 3 values that you would use to source new products. (Total possible points = 3.) _____

18. Please describe your knowledge of and experience with the following programs: national school breakfast and lunch, after school snack, supper, and farm to school? (Total possible points = 4.) _____

19. How will you support our growing farm to school program; supper program; and local sourcing? (Total possible points = 3.) _____

20. How do you ensure that (a) food stored in your warehouse is safe and (b) your current safety or HACCP (hazard analysis and critical control points) plan is followed? (Total possible points = 4.) _____

PART D – KEY PERSONNEL

This section contributes to evaluation of your responsibility with respect to Key Personnel and related matters. The maximum score for this section is 10 points.

21. Provide a brief summary of all key personnel that would be assigned to this account, with their title, role, experience and education. (Total possible points = 3.) _____

22. What training do you offer food service personnel? (Total possible points = 1.) _____

23. How would you ensure that District is able to easily and quickly get access to your company's order clerk by phone? (Total possible points = 1.) _____

24. How does your company manage invoicing discrepancies? (Total possible points = 1.) _____

25. Do you charge penalties when invoices are paid after 30 days? If so, what is the penalty? (Total possible points = 1.) _____

26. Do you have ordering minimums/requirements? (Total possible points = 1.) _____

27. What process do you follow for recalls? Be specific. (Total possible points = 2.) _____

PART E – DISPUTE HISTORY

This section contributes to evaluation of your responsibility with respect to dispute history. The maximum score for this section is 10 points.

28. Please describe the circumstances surrounding any notices of noncompliance or notices of default that your company received within the last five years regarding your work for a school district, community college district, or other party. Explain how the matter was resolved. (Total possible points = 1.) _____

29. Please describe any times during the last five years that your company was asked to withdraw or be released from a public bid and explain how the matter was resolved. (Total possible points = 1.) _____

30. Please describe any times during the last five years that your company made a claim against a school district, community college district, or other third party regarding the delivery of grocery and food products and explain how the matter was resolved. (Total possible points = 1.) _____

31. Please describe any occasions during the last five years that a surety company made payments on behalf of your company as a result of your default, or any times that any insurance carrier refused to renew the insurance policy for your company. Be specific about the underlying circumstances. (Total possible points = 1.) _____

32. Please describe any occasions during the last five years that a surety company denied bond credit to your company, or that your company was without a surety bond although one was required. (Total possible points = 1.) _____

33. Please describe all mediations, arbitrations, civil lawsuits, criminal lawsuits and other dispute resolution proceedings involving your company and any school district, community college district, any public agency, or any other third party during the last five years. Explain how the situation was resolved, including whether any party was found liable or paid damages (even as a settlement). (Total possible points = 3.) _____

34. Please describe any occasions where your company or any of its owners, officers or partners were convicted of a crime involving any federal, state or local law related to sale and delivery of grocery and food products, or an act of fraud, theft or other act of dishonesty. (Total possible points = 2.) _____

PART F – EXPERIENCE AND REFERENCES

This section contributes to evaluation of your responsibility with respect to experience. Each question is worth 2 points for a total of 10 points. District will also interview your references. The references will count for 15 points. The maximum points for Experience and References is 25 points.

35. Has your company ever provided services to District? If so, please describe the nature of the contract, the approximate dates of the contract, and the approximate value of the contract. If there were any disputes between your company and District, please describe the nature of the problem and how it was resolved. _____

36. If your company delivers wrong products or omits ordered product(s), when and how will you fix the issue? (Be specific.) _____

37. What is your current fleet? How will you ensure timely delivery of orders and follow the delivery requirements stated in this RFB? _____

38. Please explain (a) whether local products (state of California) are identifiable on either order guides or on your online ordering system; (b) if so, how local products are identifiable; and (c) what criteria are used to determine if a product is local. _____

39. It is important to have a sustainability plan or philosophy. Please describe your company's sustainability plan, including how you intend to remain a viable partner to District in a rapidly changing world of school nutrition.

END OF QUESTIONNAIRE

EXHIBIT D – REFERENCE FORM

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

Directions: You must provide at least three references with your bid. The references must be clients/customers for whom you delivered products to multiple locations within the last five (5) years. At least two (2) references must be California school districts.

1. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

2. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

3. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced: _____
Number of Delivery Locations: _____
Frequency of Deliveries: _____
Current Annual Dollar Volume of Orders: _____
Average Annual Dollar Volume of Orders: _____

**EXHIBIT E – PIGGYBACK CLAUSE
(Public Contract Code Sections 20118 and 20652)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

1. Brief Description of Piggyback Statute. PCC Sections 20118 and 20652 permit school districts and community college districts to purchase materials, supplies, and equipment without advertising for bids by using (or “piggybacking” on) another public agency’s publicly bid contract. District is willing to authorize local school districts and community college districts to piggyback on the Contract. In the event that the bidder is awarded the Contract, then, at the bidder’s option, for the term of the Contract and any mutually-agreed upon extensions thereof, other school districts and community college districts within the Counties of Ventura, Santa Barbara, San Luis Obispo, and Los Angeles may purchase the same materials and supplies contemplated under the Contract from the bidder at the same price, terms and conditions specified in the Contract.

2. Waiver of Right to Draw Warrants. District waives its right to require any such other school districts and community college districts to draw their warrants in favor of District as permitted by PCC Sections 20118 and 20652.

3. Bidder’s Option. Each bidder shall indicate below whether the bidder will authorize piggybacking if awarded the Contract. Acceptance or rejection of this clause **will not** affect the outcome of this bid.

Piggyback option granted: _____
Piggyback option denied: _____

Bidder’s Name (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

**EXHIBIT F – NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

The undersigned declares:

I am the _____ [insert title] of _____
_____ [insert company name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 bidder.

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].

Bidder (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

**EXHIBIT G – CERTIFICATION REGARDING DRUG-FREE WORKPLACE
(Government Code Sections 8350, *et seq.*)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

1. **Overview.** This Drug-Free Workplace Certification form must be completed by all bidders pursuant to GC Sections 8350, *et. seq.*, the Drug-Free Workplace Act of 1990 (the “Act”). As set forth in GC Section 8355, every person or organization awarded a contract or grant from a State agency must certify that it will provide a drug-free workplace by doing all of the following:

a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying the actions that will be taken against employees for violations of the prohibition;

b. establishing a drug-free awareness program to inform employees about all of the following (i) the dangers of drug abuse in the workplace; (ii) the person’s or organization’s policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations; and

c. requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

Furthermore, 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, or both, and that the contractor or grantee may be subject to debarment from future contracting if the contracting or granting agency determines that the contractor or grantee made a false certification under GC Section 8355, or the contractor or grantee violates the certification by failing to fulfill the requirements of GC Section 8355 .

2. **Certification.** I am a duly-authorized representative of the below-referenced bidder. On behalf of the bidder, I, the undersigned, certify that the bidder agrees to fulfill the terms and requirements of GC Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace; (b) establish a drug-free awareness program; and (c) require each employee engaged in the performance of the Contract be given a copy of the statement required by GC Section 8355(a) and require such employee agree to abide by the terms of that statement. I understand that if 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 GC Section 8355, that the Contract is subject to termination, suspension of payments, or both, and that the bidder may be subject to debarment in accordance with the Act. Furthermore, I acknowledge that the bidder is aware of the provisions of GC Sections 8350, *et seq.* and hereby certify that the bidder will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Bidder Name (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

**EXHIBIT H – CERTIFICATION REGARDING
ALCOHOL-FREE AND TOBACCO-FREE CAMPUS POLICY
(BP 3513.3; AR 3513.3; BP 5131.6; AR 5131.6)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

I am a duly-authorized representative of the below-referenced bidder. On behalf of the bidder, I, the undersigned, certify that the bidder agrees that it will abide by and implement the District's Alcohol-Free and Tobacco-Free Campus Policy which prohibits the use and being under the influence of alcoholic beverages, tobacco products, and nicotine products at any time on District-owned or leased buildings, on District property and in District vehicles. The prohibited tobacco and nicotine products include, but are not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. The bidder shall ensure that its employees, agents, independent contractors, and anyone else acting on its behalf complies with the District's alcoholic beverage and tobacco-free policy throughout the entire term of any contract between District and the bidder.

Bidder Name (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

**EXHIBIT I – CERTIFICATION REGARDING WORKERS COMPENSATION
(LABOR CODE SECTIONS 3700, ET SEQ.)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

I am a duly-authorized representative of the below-referenced bidder. On behalf of the bidder, I, the undersigned, certify that:

1. The bidder is aware that California Labor Code Section 3700 provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by 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 or her employees.
2. The bidder is aware that the provisions of California Labor Code Section 3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and the bidder will comply with such provisions before commencing the performance of any contract with District and for the entire term of any such contract.

Bidder's Name (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

**EXHIBIT J – BUY AMERICAN CERTIFICATION
(42 U.S.C. Section 1760(n))**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

1. Overview. Federal law requires school districts located in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for school breakfast and lunch programs under the Child Nutrition Act. The term “domestic commodities or products” means an agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Moreover, “substantially” is defined as more than 51% of the final processed product consists of agricultural commodities that were grown domestically. FNS also notes that two rare situations may warrant a waiver to permit purchases of foreign food products: (a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and (b) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

2. District’s Policy. District requires that suppliers certify the percentage of U.S. content in products supplied to it. If the bidder is unable or unwilling to make such certification, District may not purchase from the bidder.

3. Bidder’s Certification.

a. I am a duly authorized representative of the below-referenced bidder. On behalf of the bidder, I certify that all food products are processed in the United States and have at least _____% U.S. content by weight or volume.

b. If the bidder offers less than 51% domestic commodities or products, then the bidder must seek a waiver of Buy American requirements. To seek the waiver, the bidder must list the non-domestic commodities or products below. District will review any and all requests for waivers and make a determination whether to approve or deny the requests in District’s sole discretion.

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

Product: _____
Country of Origin: _____
Domestic Price: _____
Foreign Price: _____
Reason for Request: _____

[Bidder may attach additional sheets if necessary.]

- c. The bidder understands and acknowledges that if the bidder is awarded the Contract, then District must monitor the bidder's compliance with the Buy American requirements.

Bidder's Name (legal name of company)

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

Date

EXHIBIT K – IRAN CONTRACTING ACT CERTIFICATION

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

The undersigned hereby certifies to District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly-authorized representative of the bidder. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the bidder.

2. The appropriate box is checked immediately below and the statement relating to the bidder’s status in regard to the Iran Contracting Act of 2010 (PCC Code Sections 2200, *et seq.*) following such box is true and correct with respect to the bidder. (Check only one box.)

The bidder is not: identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b); or a financial institution that extends, for forty-five (45) days or more, credit in the amount of twenty million dollars (\$20,000,000.00) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b), if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

District has exempted the bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and or services to be provided pursuant to the Contract.

The maximum total amount payable to the bidder in connection with the Contract, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

3. The bidder is aware and acknowledges that in accordance with PCC Section 2205, false certification of this form may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the Contract amount, termination of the Contract, and/or ineligibility to bid on contracts for three (3) years.

Name of Bidder (legal name of company)

Signature of Bidder’s Authorized Representative

Printed Name and Title of Bidder’s Authorized Representative

Date

**EXHIBIT L – DISCLOSURE OF LOBBYING ACTIVITIES
(31 U.S.C. § 1352)**

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. 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 Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-RSD-17-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**EXHIBIT M – CERTIFICATION REGARDING DEBARMENT, SUSPENSION
OR OTHER INELIGIBILITY (FEDERAL EXECUTIVE ORDER 12549)**

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 20-CNS-02 – Food and Grocery Products

By executing this document, the undersigned certifies to the best of its knowledge and belief that the bidder and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not, within a three (3)-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, State or local) or contract under a public transaction; or violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, State or local), with commission of any of the offenses enumerated in Section B above; and,

4. Have not, within a three (3)-year period preceding the execution of this contractual instrument, had one or more public transactions (federal, State or local) terminated for cause or default.

Bidder (legal name of company)

Signature of Bidder's Authorized Representative

Printed Name and Title of Bidder's Authorized Representative

Date

EXHIBIT N – AGREEMENT FOR FOOD AND GROCERY PRODUCTS

THIS AGREEMENT FOR FOOD AND GROCERY PRODUCTS (this “Grocery Agreement”) is made and entered into as of this _____ day of _____, 2020 (the “Effective Date”), by and between Rio School District, a political subdivision of the State of California (“District”) and _____, a _____ (“Vendor”). District and Vendor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, District is an elementary school district located in the County of Ventura (the “County”) and the State of California (the “State”), which provides K-8 public education to more than five thousand five hundred (5,500) students in five elementary schools, two middle schools and two K-8 schools; and

WHEREAS, District competitively bid that certain Request for Bids, identified by RFB # 20-CNS-002, Food and Grocery Products (the “RFB”), pursuant to which District sought responsive, responsible bidders to bid on the sale, delivery, and unloading of various grocery and food products (the “Work”) to District schools; and

WHEREAS, Vendor submitted a timely bid to District, and District awarded the Contract to Vendor; and

WHEREAS, in other parts of the RFB, Vendor may be referred to as the “bidder;”

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFB.

2. Work. The Work, which is further described and set forth in the RFB, involves the sale, delivery, and unloading of various grocery and food products to District. Vendor agrees to timely perform the Work, including, but not limited to, providing the service or services, and the item or items set forth in the Contract Documents, inclusive of all transportation, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Contract Documents at the price or prices set forth in Vendor’s bid. District shall not be responsible for the care or protection of any property, material, or parts ordered pursuant to the Contract before date of delivery to District.

3. Contract Documents. This Grocery Agreement is one part of the entire agreement between the Parties regarding the Work. The entire “Contract” consists of this Grocery Agreement

and the Contract Documents, as may be amended from time to time by mutual written agreement of the Parties. The Contract Documents include the following documents:

- a. the Notice Inviting Bids;
- b. the Instructions to Bidders;
- c. the General Conditions;
- d. the District Fact Sheet;
- e. the remaining components of the RFB, inclusive of any addenda;
- f. the entire accepted bid, including, but not limited to, the following completed documents: the Bid Form, the Product Quotation Sheets, the Bidder Questionnaire, the Piggyback Clause, the Non-Collusion Declaration, the Certification Regarding Drug-Free Workplace, the Certification Regarding Alcohol-Free and Tobacco-Free Campus Policy, the Certification Regarding Worker's Compensation, the Buy American Certification, the Iran Contracting Act Certification, the Disclosure of Lobbying Activities, and the Nutritional Information Sheets; and
- g. any and all orders placed by District.

The Contract Documents are incorporated herein by reference.

4. **Term.** The term of the Contract shall be July 1, 2020 through June 30, 2021. The Contract may be extended for up to two (2) additional years upon mutual written agreement of the Parties. Notwithstanding the foregoing, the Contract shall be subject to early termination as set forth in the General Conditions.

5. **Commencement of Services; Time of Completion.** Vendor shall begin performance of the Contract promptly upon full execution of this Agreement, subject to approval of the Contract by the District's Board of Trustees, and District's subsequent notice to proceed or placement of orders. Vendor shall completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.

6. **Representations and Warranties.** In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Vendor hereby represents and warrants to District that:

- a. Vendor is a properly formed business entity currently authorized and qualified to conduct business in the State of California and the County of Ventura, and Vendor will remain in good standing in the State of California and the County of Ventura for the entire term of the Contract;

b. Vendor has carefully examined the Contract Documents, is familiar with the Work, and has the expertise, personnel, and resources to timely and properly conduct the Work;

c. Vendor has the right, power, and authority to enter into the Contract, and to perform its obligations hereunder, and the person executing the Contract on behalf of Vendor has the right, power, and authority to bind Vendor to the Contract;

d. The Contract constitutes the legal, valid, and binding obligation of Vendor enforceable against Vendor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally, and the Contract does not violate any provision of any material agreement or document to which Vendor is a party or by which Vendor is bound; and

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Vendor's knowledge, threatened against Vendor arising out of or concerning Vendor's performance under the Contract or which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Vendor are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Vendor shall be in material default if Vendor is unable to make the representations and warranties hereunder as of the Effective Date.

7. Severability. If any provision of the Contract shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of the Contract shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

8. Gender and Number. In the Contract, the masculine, feminine and neuter genders and the singular and the plural include one another, unless the context requires otherwise.

9. No Waiver. The waiver by one Party of the performance of any covenant, condition, or promise, or of the time for performing any act, under the Contract shall not invalidate the Contract nor shall it be considered a waiver by such Party of any other covenant, condition, or promise, or of the time for performing any other act required, under the Contract. The exercise of any remedy provided in the Contract shall not be a waiver of any remedy provided by law, and the provisions of the Contract for any remedy shall not exclude any other remedies unless they are expressly excluded.

10. Amendments. No addition to or modification of any term or provision of the Contract shall be effective unless set forth in writing and signed by the Parties.

11. **Time is of the Essence.** Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to “days” herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, state or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

12. **Counterparts.** This Grocery Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or scanned PDF transmitted by email, provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Grocery Agreement as of the Effective Date.

“Vendor”

[Company Name]

Signature of Provider

Printed Name and Title

“District”

Rio School District,
a political subdivision of the State of California

By: _____
Wael Saleh,
Assistant Superintendent Business Service

END OF RFB

9.6



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Approval of a Two (2) Month Contract for 250 Hotspots for Student Learning from Home
Access	Public
Type	Action (Consent)
Preferred Date	Apr 15, 2020
Absolute Date	Apr 15, 2020
Fiscal Impact	Yes
Dollar Amount	54,339.38
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends Approval of a Two (2) Month Contract for 250 Hotspots for Student Learning from Home purchasing a contract for 250 additional hotspots to ensure student access to online learning across the district during the COVID-19 period.

Public Content

Speaker: Jarkko Myllari

Rationale: In addition to the 250 student hotspots the District already has more are needed to allow every student that doesn't have an internet connection at home to participate in distance learning and to access online learning resources. A 2-month contract period will cover the rest of the school year. Based on the existing data from the hotspots already used by Rio students, the pooled 2 Gb monthly data limit is estimated to be adequate.

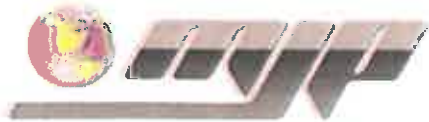
232180 - Verizon 2GB (2).pdf (113 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board

members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



MJP Quote

TECHNOLOGIES, INC.

MJP Technologies, Inc
3036 Seaborg Ave, Suite A
Ventura, CA 93003

Date:	4/7/2020
Estimate #	232180

Name / Address		Ship To		
Rio School District 1800 Solar Drive 3rd floor **EMAIL ONLY!! ** Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE		Rio School District TECHNOLOGY DEPT. 2500 E. Vineyard Ave. Oxnard, CA 93036		
		P.O. #		
		Contact: Jarkko		
Description	Qty	Cost	Total	
*NOTE: For 1 Device at 2GB with KIDS per 2 Month			0.00	
Verizon Plan, 2 GB per Device, per 2 Month	250	62.40	15,600.00	
MJP 5% management fee	250	3.27	817.50	
A6-LG or similar device	250	125.00	31,250.00	
CyberReef KIDS INTERNET DEFENSE SHIELD per 2 Month	250	10.00	2,500.00	
*NOTE: Additional fees may apply-- App.	250	7.00	1,750.00	
*** Total for 2 Months****				
Subtotal: \$51,917.50		Sales Tax: (7.75%) \$2,421.88		Total \$54,339.38
Quote Valid Until: 04/30/2020				
Quote valid for 30 days unless otherwise specified. Email purchase orders to orders@mjp.net or fax to (805)981-3775. Please inspect goods upon receipt. Damage claims must be processed immediately or may not be honored.				

Date: _____

Print Name: _____

Customer Signature: _____

Phone #: 805-981-9511 Fax # 805-981-3775 E-mail: orders@mjp.net

Web Site: www.mjp.net

9.7



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Plaza from KBZ Architects, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	136,800.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the proposal from KBZ for the HVAC and Electrical Infrastructure be approved.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This project will replace existing heating systems in five permanent classroom buildings with new heating, ventilation and air-conditioning (HVAC systems) at Rio Plaza.

Plaza HVAC.pdf (98 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



Rio School District
Rio Plaza HVAC and Electrical Infrastructure
Proposal/Agreement

19 March 2020

Rio School District
Attn. Wael Saleh, Ass't. Superintendent
1800 Solar Dr
Oxnard, CA 93036

Re: Rio Plaza HVAC and Electrical Infrastructure

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the HVAC and Electrical Infrastructure at Rio Plaza Elementary School. This project will replace existing heating systems in five permanent classroom buildings (four classrooms each, #1 - #20) with new heating, ventilation and air-conditioning (HVAC) systems. Portable and modular buildings, the administration, kitchen/MPR buildings are not being addressed in this project. The District has indicated it wishes to utilize variable refrigerant flow (VRF) heat-pump systems in this project. Exterior condensing units will be ground-mounted racks (not rooftop), with an architectural enclosure or other screening device.

This site is understood to require an electrical service upgrade to accommodate the new HVAC loads and future classroom plug loads. Additional load capacity will be designed into the new electrical distribution system and new panelboards at each permanent building to allow for a future project that adds new power outlets in each classroom and other spaces in permanent buildings. Similarly, additional load for a future Library building will be planned into the new electrical infrastructure. New electrical distribution will be underground wherever feasible. KBZ and the electrical engineer will serve as the interface for the District with Southern California Edison (SCE) with respect to the electrical service upgrade. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Field Verification & System Design:**
 - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
 - Review of existing and potential new building-to-building pathways.
 - Mechanical Engineer will review existing heating systems with respect to removal and re-use of those spaces.
 - KBZ and mechanical engineer will review existing conditions for potential routes of coolant lines between the outdoor condensing units and the indoor units.
 - Design Team will discuss with District provisions for a new District standard with respect to HVAC equipment/manufacturer(s) and district-wide energy management and/or controls systems.
 - Electrical engineer will initiate the service upgrade request/design with SCE.
2. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (2) Review meetings when the CD's are approximately 30% and 75% complete.
 - Correction of drawings and specifications for DSA back-check appointment for approval.
 - Third-party professional Cost Estimate based on the DSA submittal drawings.

3. Bid/Negotiate:

- KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
- KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
- KBZ will attend the bid opening and assist with bid tabulation as requested.
- KBZ will assist the District with bid evaluations and recommendations for award.

4. Construction Administration:

- KBZ will coordinate the pre-construction conference meeting.
- KBZ attend up to (24) regular job meetings during the construction period; should more be required, these will be charged as extra services based on the attached rate sheet.
- KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
- KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

5. Closeout:

- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
- KBZ will verify punch list items are complete per above (1 walk).

PROPOSED FIXED FEE: \$ 136,800.00, which includes a \$1,000 reimbursable allowance for printing & shipping.

We are proposing to use the following consultants for this project:

Structural Engineer:	Stork Wolfe Associates
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C. Hood & Associates
Cost Estimator:	Jacobus & Yuang Inc.

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full-building seismic analysis/evaluation. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days of acceptance: either the AIA B-201 (2017) Owner/Architect Agreement or the District's Professional Services Agreement. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,



Todd A. Jespersen/AIA, LEED AP_{BD+C}
 Principal Architect
 California License #C25839

Agreed:

 Signature

 Printed name

 Date

Attached: Fee Breakdown, Site Map from Balfour-Beatty, AE Group Proposal, C. Hood & Associates Proposal

Rio Plaza HVAC-Electrical Infrastructure
Fee Breakdown

March 19, 2020

	Principal	Proj. Mgr.	Arch. Ass't.	Structural Engineer	Mech/Plumb Engineer	Electrical Engineer	Cost Estimator	Total			
	Hrs Rate	Hrs Rate	Hrs Rate								
Field Verification Phase											
Existing Doc's Review & Site Investigation		\$200	\$160	12		\$800	\$500	\$5,800.00			
As-Built Conversion to CAD		\$200	\$160	24				\$1,500.00			
								\$3,000.00			
Construction Document Phase											
Final On-Site Investigation/Confirm.		\$200	8	\$160				\$1,280.00			
CD Plans/Coordination/DSA Corrections	12	\$200	32	\$160	72	\$125		\$16,520.00			
(2) CD Review Meeting/Prep	4	\$200		\$160	8	\$125		\$1,800.00			
DSA Submittal Package/Processing	2	\$200	8	\$160	4	\$125		\$2,180.00			
DSA Backcheck/Approval	2	\$200	8	\$160	4	\$125		\$2,180.00			
Specifications/Project Manual	8	\$200		\$160	2	\$125		\$1,850.00			
Bid/Negotiate Phase											
(1) Bid Doc Review Meeting/Bid Planning	2	\$200		\$160	2	\$125	\$800	\$500	\$5,830.00		
Pre-Bid Conference/Job Walk	2	\$200		\$160					\$650.00		
RFI Responses/Addenda	4	\$200	8	\$160	8	\$125			\$400.00		
Bid Opening/Tabulation/Evaluations	2	\$200		\$160					\$3,080.00		
									\$400.00		
Construction Administration Phase											
Pre-Construction Meeting	2	\$200		\$160			\$3,000	\$3,000	\$24,530.00		
Construction Meetings (24)/Prep		\$200	48	\$160					\$400.00		
Resolution of Construction Issues	8	\$200	16	\$160	16	\$125			\$7,680.00		
RFI's / Submittals		\$200	10	\$160					\$6,160.00		
Change Orders / Pay Apps / DSA Forms	4	\$200		\$160	8	\$125			\$1,600.00		
Punch List (1 walk)		\$200	4	\$160	2	\$125			\$1,800.00		
									\$890.00		
Closeout Phase											
Punch List Completion Confirmation (1)	2	\$200		\$160			\$600	\$500	\$2,790.00		
Close-Out Doc review / Final DSA	2	\$200	4	\$160	2	\$125			\$400.00		
									\$1,290.00		
Total Fees:	56		146		164	\$55,060	\$2,500	\$34,800	\$38,500	\$5,000	\$135,860.00
Reimbursable Allowance:								\$1,000.00			
Total Proposed Fees:								\$136,860.00			



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Del Valle from KBZ Architects, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	149,740.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the proposal from KBZ for the HVAC and Electrical Infrastructure be approved.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This project will replace existing heating systems in the permanent classrooms (#1-#21) and the gymnasium building with new heating, ventilation and air-conditioning (HVAC systems) at Rio Del Valle.

RDV HVAC.pdf (99 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



Rio School District
Rio Del Valle HVAC and Electrical Infrastructure
Proposal/Agreement

19 March 2020

Rio School District
Attn. Weel Saleh, Ass't. Superintendent
1800 Solar Dr
Oxnard, CA 93036

Re: Rio Del Valle HVAC and Electrical Infrastructure

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the Rio Del Valle HVAC and Electrical Infrastructure at Rio Del Valle Middle School. This project will replace existing heating systems at the permanent classrooms #1 - #21 and at the gymnasium building with new heating, ventilation and air-conditioning (HVAC) systems. Portable and modular buildings, the administration, library, kitchen/MPR buildings are not being addressed in this project. The District has indicated it wishes to utilize variable refrigerant flow (VRF) heat-pump systems in this project. Exterior condensing units will be ground-mounted racks (not rooftop), with an architectural enclosure or other screening device.

Although this site has undergone a relatively recent electrical service upgrade, the additional electrical loads created by the new HVAC will be examined to determine if the existing electrical service size will need to be increased further. Additional load capacity will be designed into the new electrical distribution and new panelboard at each permanent building to allow for a future project that adds new power outlets in each classroom and other spaces in permanent buildings. New electrical distribution will be underground wherever feasible. The electrical service size currently serving the site is assumed to be adequate at this time, so design of an electrical service upgrade and interface with Southern California Edison is not included in this proposal but may be added as extra services if deemed necessary. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Field Verification & System Design:**
 - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
 - Review of existing and potential new building-to-building pathways.
 - Mechanical Engineer will review existing heating systems with respect to removal and re-use of those spaces.
 - KBZ and mechanical engineer will review existing conditions for potential routes of coolant lines between the outdoor condensing units and the indoor units.
 - Design Team will discuss with District provisions for a new District standard with respect to HVAC equipment/manufacture(s) and district-wide energy management and/or controls systems.
2. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (2) Review meetings when the CD's are approximately 30% and 75% complete.
 - Correction of drawings and specifications for DSA back-check appointment for approval.
 - Third-party professional Cost Estimate based on the DSA submittal drawings.



Rio School District
 Rio Del Valle HVAC and Electrical Infrastructure
 Proposal/Agreement

3. Bid/Negotiate:

- KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
- KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
- KBZ will attend the bid opening and assist with bid tabulation as requested.
- KBZ will assist the District with bid evaluations and recommendations for award.

4. Construction Administration:

- KBZ will coordinate the pre-construction conference meeting.
- KBZ attend up to (24) regular job meetings during the construction period; should more be required, these may be charged as extra services based on the attached rate sheet.
- KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
- KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.

5. Closeout:

- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
- KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
- KBZ will verify punch list items are complete per above (1 walk).

PROPOSED FIXED FEE: \$ 148,740.00, which includes a \$1,000 reimbursable allowance for printing & shipping.

We are proposing to use the following consultants for this project:

Structural Engineer:	Stork Wolfe Associates
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C.Hood & Associates
Cost Estimator:	Jacobus & Yuang Inc.

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full-building seismic analysis/evaluation. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days of acceptance: either the AIA B-201 (2017) Owner/Architect Agreement or the District's Professional Services Agreement. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A. Jespersen/AIA, LEED AP_{ac}
 Principal/Architect
 California License #C25839

Agreed:

 Signature

 Printed name

 Date

Attached: Fee Breakdown, Site Map from Balfour-Beatty, AE Group Proposal, C. Hood & Associates Proposal

**Rio Del Valle HVAC-Electrical Infrastructure
Fee Breakdown**

March 19, 2020

	Principal		Proj. Mgr.		Arch. Ass't.		Structural Engineer	Mech/Plumb Engineer	Electrical Engineer	Cost Estimator	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate					
Field Verification Phase								\$1,000	\$500		\$6,000.00
Existing Doc's Review & Site Investigation		\$200		\$160	12	\$125					\$1,500.00
As-Built Conversion to CAD		\$200		\$160	24	\$125					\$3,000.00
Construction Document Phase							\$3,500	\$32,000	\$38,000	\$5,000	\$107,800.00
Final On-Site Investigation/Confirm.		\$200	8	\$160		\$125					\$1,280.00
CD Plans/Coordination/DSA Corrections	16	\$200	40	\$160	80	\$125					\$19,600.00
(2) CD Review Meeting/Prep	4	\$200		\$160	8	\$125					\$1,800.00
DSA Submittal Package/Processing	2	\$200	8	\$160	4	\$125					\$2,180.00
DSA Backcheck/Approval	2	\$200	8	\$160	4	\$125					\$2,180.00
Specifications/Project Manual	8	\$200		\$160	2	\$125					\$1,850.00
Bid/Negotiate Phase								\$1,000	\$500		\$6,000.00
(1) Bid Doc Review Meeting/Bid Planning	2	\$200		\$160	2	\$125					\$650.00
Pre-Bid Conference/Job Walk	2	\$200		\$160		\$125					\$400.00
RFI Responses/Addenda	4	\$200	8	\$160	8	\$125					\$3,080.00
Bid Opening/Tabulation/Evaluations	2	\$200		\$160		\$125					\$400.00
Construction Administration Phase								\$4,000	\$4,000		\$36,598.00
Pre-Construction Meeting	2	\$200		\$160		\$125					\$400.00
Construction Meetings (24)/Prep		\$200	48	\$160		\$125					\$7,680.00
Resolution of Construction Issues	8	\$200	16	\$160	16	\$125					\$6,160.00
RFI's / Submittals		\$200	10	\$160		\$125					\$1,600.00
Change Orders / Pay Apps / DSA Forms	4	\$200		\$160	8	\$125					\$1,800.00
Punch List (1 walk)		\$200	4	\$160	2	\$125					\$890.00
Closeout Phase								\$600	\$500		\$2,790.00
Punch List Completion Confirmation (1)	2	\$200		\$160		\$125					\$400.00
Close-Out Doc review / Final DSA	2	\$200	4	\$160	2	\$125					\$1,290.00
Total Fees:	60		154		172	\$58,140	\$3,500	\$38,600	\$43,500	\$5,000	\$148,740.00
Reimbursable Allowance											\$1,000.00
Total Proposed Fee:											\$149,740.00



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of Proposal for the Rio Del Norte HVAC Project from KBZ Architects, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	124,890.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the proposal from KBZ for the HVAC Project at Rio Del Norte be approved.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This project will replace existing heating systems in four permanent classroom buildings with new heating, ventilation and air-conditioning (HVAC systems) at Rio Del Norte.

[RSD Rio Del Norte HVAC Proposal-Agreement.pdf \(430 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

19 March 2020

Rio School District
Attn. Wael Saleh, Ass't. Superintendent
1800 Solar Dr
Oxnard, CA 93036

Re: **Rio Del Norte HVAC Project**

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the HVAC project at Rio Del Norte Elementary School. This project will replace existing heating systems in four permanent classroom buildings (K1/K2/Pre-K, Classrooms #4 - #9, Classrooms #16 - #21 and Classrooms #23 - #27) with new heating, ventilation and air-conditioning (HVAC) systems. Classrooms in one building (Classrooms #10 - #15) have already been air conditioned as part of a pilot project. Portable and modular buildings, the administration, library, and kitchen/cafeteria buildings are not being addressed in this project. The District has indicated it wishes to utilize variable refrigerant flow (VRF) heat-pump systems in this project. Exterior condensing units will be ground-mounted racks (not rooftop), with an architectural enclosure or other screening device.

This site is understood to have a relatively new electrical service that should accommodate the new HVAC loads; this will be verified by the electrical engineer. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Field Verification & System Design:**
 - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
 - Mechanical Engineer will review existing heating systems with respect to removal and re-use of those spaces.
 - KBZ and mechanical engineer will review existing conditions for potential routes of coolant lines between the outdoor condensing units and the indoor units.
 - Design Team will discuss with District provisions for a new District standard with respect to HVAC equipment/manufacturer(s) and district-wide energy management and/or controls systems.
2. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut-sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (2) Review meetings when the CD's are approximately 30% and 75% complete.
 - Correction of drawings and specifications for DSA back-check appointment for approval.
 - Third-party professional Cost Estimate based on the DSA submittal drawings.
3. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
 - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
 - KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.



**Rio School District
Rio Del Norte HVAC Project
Proposal/Agreement**

4. **Construction Administration:**
 - KBZ will coordinate the pre-construction conference meeting.
 - KBZ attend up to (24) regular job meetings during the construction period; should more be required, these will be charged as extra services based on the attached rate sheet.
 - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
 - KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.
5. **Closeout:**
 - KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
 - KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
 - KBZ will verify punch list items are complete per above (1 walk).

PROPOSED FIXED FEE: \$ 124,890.00, which includes a \$750 reimbursable allowance for printing & shipping.

We are proposing to use the following consultants for this project:

Structural Engineer:	Stork Wolfe Associates
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C.Hood & Associates
Cost Estimator:	Jacobus & Yuang Inc.

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full-building seismic analysis/evaluation. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days of acceptance: either the AIA B-201 (2017) Owner/Architect Agreement or the District's Professional Services Agreement. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A. Jespersen AIA, LEED AP_{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

Attached: Fee Breakdown, Site Map from Balfour-Beatty, AE Group Proposal, C. Hood & Associates Proposal

Rio Del Norte HVAC
Fee Breakdown

March 19, 2020

	Principal		Proj. Mgr.		Arch. Ass't.		Structural Engineer	Mech/Plumb Engineer	Electrical Engineer	Cost Estimator	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate					
Field Verification Phase											
Existing Doc's Review & Site Investigation		\$200		\$160	8	\$125			\$500	\$500	\$3,500.00
As-Built Conversion to CAD		\$200		\$160	12	\$125					\$1,500.00
Construction Document Phase							\$2,500	\$30,000	\$29,000	\$5,000	\$88,590.00
Final On-Site Investigation/Confirm.		\$200	4	\$160		\$125					\$640.00
CD Plans/Coordination/DSA Corrections	8	\$200	24	\$160	64	\$125					\$13,440.00
(2) CD Review Meeting/Prep	4	\$200		\$160	8	\$125					\$1,800.00
DSA Submittal Package/Processing	2	\$200	8	\$160	4	\$125					\$2,180.00
DSA Backcheck/Approval	2	\$200	8	\$160	4	\$125					\$2,180.00
Specifications/Project Manual		\$200		\$160	2	\$125					\$1,850.00
Bid/Negotiate Phase								\$500	\$500		\$5,590.00
(1) Bid Doc Review Meeting/Bid Planning	2	\$200		\$160	2	\$125					\$650.00
Pre-Bid Conference/Job Walk	2	\$200		\$160		\$125					\$400.00
RFI Responses/Addenda	4	\$200	8	\$160	8	\$125					\$9,080.00
Bid Opening/Tabulation/Evaluations	2	\$200		\$160		\$125					\$400.00
Construction Administration Phase							\$3,300	\$2,000			\$23,830.00
Pre-Construction Meeting	2	\$200		\$160		\$125					\$400.00
Construction Meetings (24)/Prep		\$200	48	\$160		\$125					\$7,680.00
Resolution of Construction Issues	8	\$200	16	\$160	16	\$125					\$6,160.00
RFI's / Submittals		\$200	10	\$160		\$125					\$1,600.00
Change Orders / Pay Apps / DSA Forms	4	\$200		\$160	8	\$125					\$1,800.00
Punch List (1 walk)		\$200	4	\$160	2	\$125					\$890.00
Closeout Phase								\$500	\$500		\$2,690.00
Punch List Completion Confirmation (1)	2	\$200		\$160		\$125					\$400.00
Close-Out Doc review / Final DSA	2	\$200	4	\$160	2	\$125					\$1,290.00
Total Fees:	52		134		140	\$49,340	\$2,500	\$34,800	\$32,500	\$5,000	\$124,140.00
Reimbursable Allowance:											\$750.00
Total Proposed Fee:											\$124,890.00

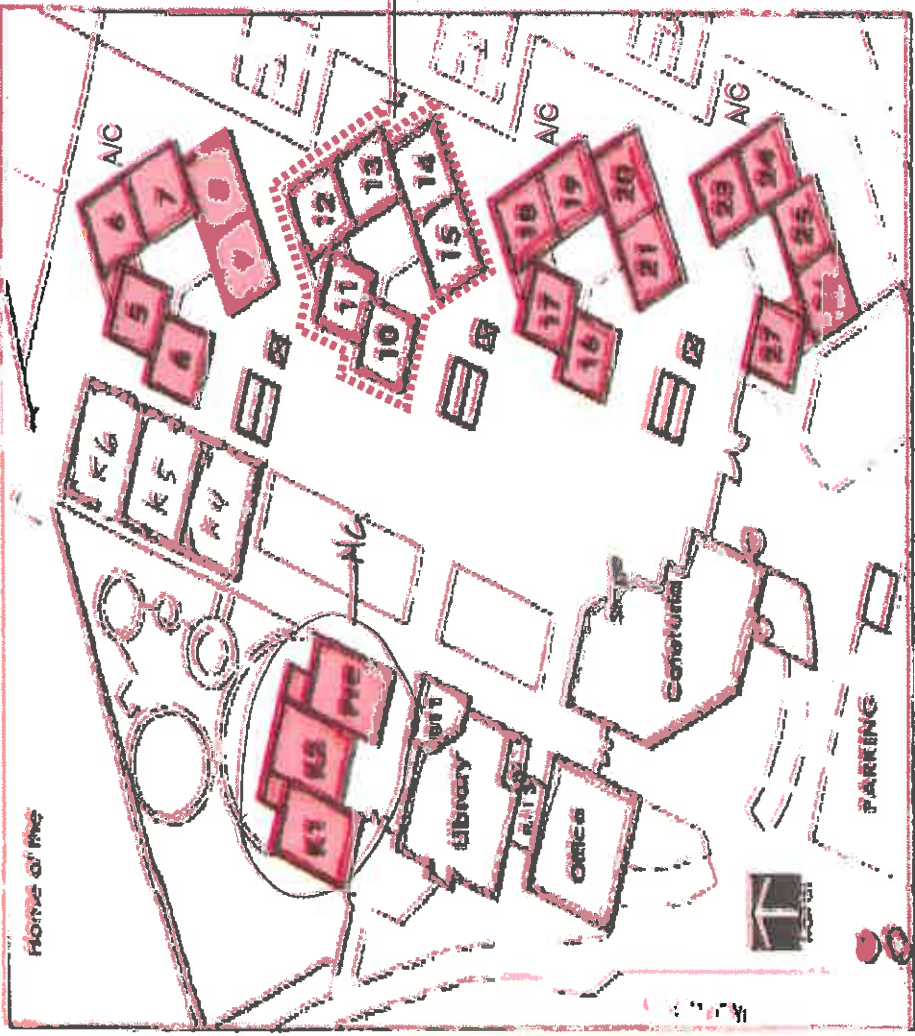
CAMPUS MAP

Rio Del Norte Elementary School

- - ELECTRICAL SWIT. OFF.
- - WATER SWIT. OFF.
- - GAS SWIT. OFF.
- - MECHANICAL SWIT. OFF.

- = A/E WORK (60) PLANS SUBMITTED
- = A/E WORK (9) PLANS SUBMITTED

\$1.5 Million
7-9 Months Design and DSA
8-10 Months for Construction



RIO DEL NORTE

AE Group Mechanical Engineers, Inc.

**838 East Front Street
Ventura, California 93001-2925
(805) 653-1722 fax (805) 653-7260
phil@aegroupme.com**

March 13, 2020

Todd Jespersen
Kruger-Bensen-Ziemer
30 West Arrellaga
Santa Barbara, CA 93101

transmitted by email

**SUBJECT: PROPOSAL FOR MECHANICAL ENGINEERING SERVICES – RIO DEL NORTE
HVAC**

Dear Todd,

This letter is a formal proposal and fee schedule for the mechanical engineering services for the design of new HVAC systems for 20 classrooms at Rio Del Norte. This proposal is in response to your request for proposal. We will provide the following:

1. **Mechanical Plans.** This will consist of drawings indicating the mechanical work to be performed, understood to include new HVAC systems and controls for 20 classrooms. Also included will be written specifications for all equipment and materials and work to be performed.
2. **Coordination.** Included is coordination with your office, the school district, and other consultants, DSA review, responses to requests for information from contractors, review of submittals, limited construction observation, and preparation of punch lists.

Exclusions. Mechanical and plumbing systems other than as described above, site piping, irrigation systems, fire sprinkler systems, and any services not specifically outlined above. Additional services can be provided; however, scope and fee would need to be negotiated.

Fee: For items 1 and 2 – fixed fee of \$34,800. **Fee for Extra Services.** Any extra services will be performed on an hourly rate basis at the following rates: principal mechanical engineer (registered) - \$215 /hr, mechanical project engineer (registered) - \$215 /hr, mechanical engineering assistants - \$155/hr. These are the rates in effect for 2020, and are subject to change in the future.

Terms and Conditions. This work will be performed under a contract between AE Group Mechanical Engineers, Inc (Engineer) and Kruger-Bensen-Ziemer (Client) referencing this proposal, with the understanding that the following terms and conditions apply:

March 13, 2020

Todd Jespersen -- Rio Del Norte HVAC

Page 2

Payment Schedule. We will invoice you periodically for services rendered, consistent with the payment schedule and compensation formulas you have with the District. Client agrees to provide Engineer with copies of the payment schedules and compensation formulas used throughout the project. Payments to Engineer are due within 5 days of receipt by your office of payments from the District.

Jobsite Safety: The Client agrees that neither the professional activities of the Engineer, nor the presence of the Engineer or his employees, agents, and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Mediation: In an effort to resolve any claims or conflicts that arise during the design or construction of the Project or following the completion of the project, the Client and Engineer agree that all disputes between them arising out of or relating to the Agreement shall first be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We look forward to working with you on this project. If you have any questions, please call.



AE Group Mechanical Engineers, Inc

approved: _____
KBZ Architects

AEGME/mos



March 16, 2020

Todd Jespersen, AIA
Kruger Bensen Ziemer Architects
199 Figueroa Street, Suite 100A
Ventura, CA 93001

Project: Rio Del Norte ES HVAC & Electrical Infrastructure Upgrade
Subject: Fee Proposal for Electrical Engineering Consulting Services
Proposal No: 20-125

Dear Todd:

Thank you for the opportunity to propose on your Rio Del Norte ES (3 classroom buildings, 20 classrooms total, and kindergarten) HVAC addition & Electrical Infrastructure Upgrade project. The scope of work given below is based on the information we received from your office.

Our Scope of Work Will Include:

- 1) Construction Documents Phase:
 - a) Power plans for adding new HVAC systems to 16 classrooms in 2 classroom buildings, and kindergarten. Design upgrade of existing electrical distribution system as required for added HVAC and future classroom receptacles.
 - b) Electrical single line diagram
 - c) Electrical load calculations and documentation
 - d) Electrical equipment details.
- 2) 100% Construction Document submittal: PDF drawing files for permit application.
- 3) Completion of DSA electrical plan check corrections.

Excludes:

- 1) Civil engineering, Structural engineering, Landscape design, etc.
- 2) SCE utility system design and application. Proposal assumes existing electrical service is adequate for HVAC addition project.

- 3) Electrical Design beyond the electrical system upgrades required for new HVAC power systems and planning for future classroom receptacles.
- 4) Lighting system design and Title 24 calculations.
- 5) Fire alarm system design
- 6) Reproduction & shipping costs
- 7) Security/clocks/bells/PA/mass notification/etc. system design
- 8) Construction observation
- 9) Plan check fees
- 10) Value engineering and cost estimates
- 11) As-built drawings
- 12) Structural engineering
- 13) Alternative energy system (solar, wind, geothermal design)
- 14) LEED submittal documentation or application processing.

Compensation/Fee Schedule:

Services for this project shall be provided on a lump sum basis. Construction Administration will be provided on an as needed basis at our hourly rates. We propose to provide the above electrical engineering services for a fee of \$30,000.

The above fee and scope of work is based on the following conditions:

The Architect is to provide site plans, floor plans, and reflected ceiling plans, etc. in AutoCAD format. The Owner's consultants and vendors shall provide equipment cut sheets and installation diagrams, for all equipment requiring electrical connection, with their power and signal requirements specified. The Owner shall provide accurate record drawings for the existing building electrical systems.

Coordination: Architectural base files shall be provided for our coordination and calculation two weeks prior to 1st building and safety plan check submittal. In the event coordination documents for equipment requiring electrical connection are provided after the electrical system calculations have been completed, additional fees may be required to recalculate the electrical system. Changes made after 1st plan check submittal electrical plans are completed, due to base updates, ceiling changes, floor plan changes, HVAC changes, equipment changes, etc. may require additional fees to revise and recalculate already completed electrical plans.

For purposes of this proposal, it is assumed that the existing campus fire alarm is fully functional. It is also assumed that the existing point of connection equipment requires little or no modification to supply new construction. In the event that the fire alarm service equipment or distribution systems are found inadequate for the expansion, additional electrical engineering fees may be necessary to upgrade the existing fire alarm.

Fee proposal will be honored for a period of sixty days, after which it may be renegotiated at the engineer's option.

It is agreed that the professional services of the Engineer (a.k.a. Design Professional) do not extend to nor include the review or site observation of the Contractor's work or performance. Job site visits beyond those listed, if required, shall be billed at an hourly rate.

Neither the professional activities of the Design Professional, nor the presence of the Design Professionals employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and Design Professionals personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety.

It is further agreed that the Owner (a.k.a. Client) will indemnify and hold harmless the Engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the Contractor's performance or failure of the Contractors work to conform to the design intent and the contract documents.

In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Design Professional, the Client recognizes that such changes and the results thereof are not the responsibility of the Design Professional. Therefore, the Client agrees to release the Design Professional from any liability arising from the construction, use or result of such changes.

The Design Professional shall perform its services consistent with the professional skill and care ordinarily provided by Design Professional practicing in the same or similar locality under the same or similar circumstances.

Owner and Design Professional have discussed their risks, rewards and benefits of the project and the Design Professional's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, the Design Professionals total liability to Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$50,000. Such causes include but are not limited to Design Professionals negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Design Professional shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of Design Professional's professional liability insurance coverage for this project or any aspect of it.

The services described above include stamped and signed PDF electronic drawing files. Hard copy bond prints shall be reimbursed at \$5.00 per 24" x 36" sheet and \$6.00 per 30" x 42" sheet.

Invoices are monthly and are payable within 30 days of receipt of invoice. Payments not received within sixty days of the date on our invoice are cause for our engineering services to be stopped until payment of outstanding invoices is received. Payments not received within 90 days of invoice date shall be subject to 1-1/2% per month interest on the unpaid balance. After three months, delinquent accounts will be referred to our attorney for collection. All reasonable attorneys' fees will be included in the unpaid balance and paid by the Client. Final signed plans for permit approval may not be released until final payment has been received.

If the Client objects to any portion of an invoice, the Client shall so notify the Design Professional in writing within 15 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Design Professionals favor and unpaid for more than 90 calendar days after date of submission.

In the event that there is a conflict or ambiguity between the terms of this proposal and any contract executed in connection with this project, then the terms of this proposal shall govern and supersede all other instruments.

For purposes of venue and jurisdiction, the parties agree that this contract has been performed and executed in the City of Ventura, County of Ventura, State of California.

This contract may be terminated by either party upon 14 days written notification. The Engineer shall be paid for work performed until date of termination and shall provide to the Client all documents and drawings completed as a portion of the completed work effort.

All drawings, specifications, and other work products of the Engineer for this project are instruments of service for this project only and shall remain the property of the Engineer whether the project is completed or not. Any reuse, without specific written verification or adaptation by the Engineer, will be at the Owner's sole risk and without liability or legal exposure to the Engineer, and the Owner shall indemnify and hold harmless the Engineer from all claims, damages, loss and expenses, including attorneys' fees, arising out of or resulting therefrom.

If this proposal is in accordance with your requirements, please sign and return the enclosed copy of this proposal and provide us with instructions as to target dates for completion of design and construction drawings.

We look forward to the opportunity of serving you in your Electrical Engineering needs. If you have any questions regarding this proposal, please contact us.

Craig Hood, P.E. LEED AP BD + C
C Hood & Associates, Inc.

(Signature)
KBZ Architects

Date

Date



2020 Rate Schedule

Labor* (per hour)

Principal Engineer	\$195	Staff Engineer I	\$115
Senior Engineer II	\$170	CADD Designer/Operator	\$115
Senior Engineer I	\$160	Assistant Engineer	\$102
Project Manager II	\$150	Sr. Drafter	\$95
Project Manager I	\$136	Drafter	\$75
Staff Engineer III	\$132	Technical Specification Writer	\$95
Staff Engineer II	\$128	Word Processing/Clerical	\$75

* Depositions, mediations, arbitrations, document searches, and court appearance labor is two times the rate shown and billed in ½-day increments.

Reimbursable Expenses**

Photocopying	\$0.30 per page
Color Photocopy (8-1/2x11)	\$1.00 per page
Color Photocopy (11x17)	\$1.25 per page
CADD Plots	
E Size (30x42)	\$6.00 per page
D Size (24x36)	\$5.00 per page
Automobile	\$1.00 per mile

Out of Pocket

Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable within 30 days. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 90 days.

9.10



Agenda Item Details

Meeting	Apr 15, 2020 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of Proposal for HVAC and Electrical Infrastructure at Rio Lindo from KBZ Architects, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	122,560.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the proposal from KBZ for the HVAC and Electrical Infrastructure be approved.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This project will replace existing heating systems in three permanent classroom buildings with new heating, ventilation and air-conditioning (HVAC systems) at Rio Lindo.

[Rio Lindo HVAC.pdf \(100 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.


Rio School District
Rio Lindo HVAC and Electrical Infrastructure
Proposal/Agreement

19 March 2020

Rio School District
Attn. Wael Saleh, Ass't. Superintendent
1800 Solar Dr
Oxnard, CA 93036

Re: **Rio Lindo HVAC and Electrical Infrastructure**

Dear Mr. Saleh,

Thank you for considering Kruger Bensen Ziemer Architects, Inc. (KBZ) to assist Rio School District with the HVAC and Electrical Infrastructure at Rio Lindo Elementary School. This project will replace existing heating systems in three permanent classroom buildings (two c-shaped pods of eight classrooms each, #1 - #16) and the permanent T-K building with new heating, ventilation and air-conditioning (HVAC) systems. Portable and modular buildings, and the permanent restroom buildings are not being addressed in this project. The administration/kitchen/cafeteria building has already had air conditioning added in a separate project which is nearly complete. The District has indicated it wishes to utilize variable refrigerant flow (VRF) heat-pump systems in this project. Exterior condensing units will be ground-mounted racks (not rooftop), with an architectural enclosure or other screening device.

This site is understood to have undergone a recent upgrade of the electrical service which should accommodate the new HVAC loads and future classroom plug loads; this will be verified by the electrical engineer. Additional load capacity will be designed into the new electrical distribution system and new panelboards at each permanent building to allow for a future project that adds new power outlets in each classroom and other spaces in permanent buildings. New electrical distribution will be underground wherever feasible. The Following is an outline of services that will be provided by KBZ and our consultants.

OUTLINE OF SERVICES:

1. **Field Verification & System Design:**
 - Review of Site/Buildings/Available drawings & provide field confirmation of existing conditions.
 - Review of existing and potential new building-to-building pathways.
 - Mechanical Engineer will review existing heating systems with respect to removal and re-use of those spaces.
 - KBZ and mechanical engineer will review existing conditions for potential routes of coolant lines between the outdoor condensing units and the indoor units
 - Design Team will discuss with District provisions for a new District standard with respect to HVAC equipment/manufacture(s) and district-wide energy management and/or controls systems.
2. **Construction Documents & DSA Permitting:**
 - Final investigations on site for confirmation of proposed work vs. existing conditions.
 - Finalization of plans, details, specifications, and cut sheets required for DSA submittal.
 - Preparation and submittal of the DSA project application package, including forms, DSA fee calculations, and response to any "incomplete submittal" letters that DSA may issue.
 - (2) Review meetings when the CD's are approximately 30% and 75% complete.
 - Correction of drawings and specifications for DSA back-check appointment for approval.
 - Third-party professional Cost Estimate based on the DSA submittal drawings.
3. **Bid/Negotiate:**
 - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy (or other vendor) for distribution.
 - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.



Rio School District
Rio Lindo HVAC and Electrical Infrastructure
Proposal/Agreement

- KBZ will answer pre-bid RFI's and issue Addenda as necessary.
 - KBZ will attend the bid opening and assist with bid tabulation as requested.
 - KBZ will assist the District with bid evaluations and recommendations for award.
4. Construction Administration:
- KBZ will coordinate the pre-construction conference meeting.
 - KBZ attend up to (24) regular job meetings during the construction period; should more be required, these will be charged as extra services based on the attached rate sheet.
 - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
 - KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services based on the attached rate sheet.
5. Closeout:
- KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
 - KBZ will submit the DSA-6AE final verified report to DSA and assist with other DSA forms as necessary for certification.
 - KBZ will verify punch list items are complete per above (1 walk).

PROPOSED/FIXED FEE: \$ 122,560.00, which includes a \$750 reimbursable allowance for printing & shipping.

We are proposing to use the following consultants for this project:

Structural Engineer:	Stork Wolfe Associates
Mech/Plumbing Engineer:	AE Group
Electrical Engineer:	C.Hood & Associates
Cost Estimator:	Jacobus & Yuang Inc.

The fee as noted above shall be billed each month based on percentage of completion.

This proposal does not include hazardous material surveys, geotechnical studies, topographic or boundary surveys, CEQA analysis/documentation, or full-building seismic analysis/evaluation. Payment of all fees to regulatory bodies (e.g. DSA, etc.) shall be the responsibility of the District.

If the District finds this proposal acceptable, please have the District Assistant Superintendent of Business Services sign the proposal below to serve as the letter of intent and return to our office. We expect that a comprehensive agreement will then be executed within 30 days of acceptance: either the AIA B-201 (2017) Owner/Architect Agreement or the District's Professional Services Agreement. This proposal is valid for 60 days.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or wish to see modified, please contact me at your earliest convenience.

Very truly yours,



Todd A. Jespersen AIA, LEED AP^{BD+C}
Principal Architect
California License #C25839

Agreed:

Signature

Printed name

Date

Attached: Fee Breakdown, Site Map from Balfour Beatty, AE Group Proposal, C. Hood & Associates Proposal

Rio Lindo HVAC-Electrical Infrastructure
Fee Breakdown

March 19, 2020

	Principal		Proj.Mgr.		Arch. Ass't.		Structural Engineer	Mech/Plumb Engineer	Electrical Engineer	Cost Estimator	Total
	Hrs	Rate	Hrs	Rate	Hrs	Rate					
Field Verification Phase											
Existing Doc's Review & Site Investigation		\$200		\$160	12	\$125			\$750	\$500	\$5,750.00
As-Built Conversion to CAD		\$200		\$160	24	\$125					\$1,500.00
											\$3,000.00
Construction Document Phase											
Final On-Site Investigation/Confirm.		\$200	8	\$160		\$125	\$1,500	\$25,500	\$26,000	\$5,000	\$84,810.00
CD Plans/Coordination/DSA Corrections	12	\$200	32	\$160	72	\$125					\$1,280.00
(2) CD Review Meeting/Prep	4	\$200		\$160	8	\$125					\$1,800.00
DSA Submittal Package/Processing	2	\$200	8	\$160	4	\$125					\$2,180.00
DSA Backcheck/Approval	2	\$200	8	\$160	4	\$125					\$2,180.00
Specifications/Project Manual	8	\$200		\$160	2	\$125					\$1,850.00
Bid/Negotiate Phase											
(1) Bid Doc Review Meeting/Bid Planning	2	\$200		\$160	2	\$125		\$500	\$500		\$5,530.00
Pre-Bid Conference/Job Walk	2	\$200		\$160		\$125					\$650.00
RFI Responses/Addenda	4	\$200	8	\$160	8	\$125					\$400.00
Bid Opening/Tabulation/Evaluations	2	\$200		\$160		\$125					\$3,080.00
											\$400.00
Construction Administration Phase											
Pre-Construction Meeting	2	\$200		\$160		\$125		\$2,500	\$2,000		\$23,090.00
Construction Meetings (24)/Prep		\$200	48	\$160		\$125					\$400.00
Resolution of Construction Issues	8	\$200	16	\$160	16	\$125					\$7,680.00
RFI's / Submittals		\$200	10	\$160		\$125					\$6,160.00
Change Orders / Pay Apps / DSA Forms	4	\$200		\$160	8	\$125					\$1,600.00
Punch List (1 walk)		\$200	4	\$160	2	\$125					\$1,800.00
											\$690.00
Closeout Phase											
Punch List Completion Confirmation (1)	2	\$200		\$160		\$125		\$500	\$500		\$2,690.00
Close-Out Doc review / Final DSA	2	\$200	4	\$160	2	\$125					\$400.00
											\$1,280.00
Total Fees:	56		146		164	\$55,060	\$2,500	\$29,750	\$29,500	\$5,000	\$121,810.00
Reimbursable Allowance:											\$750.00
Total Proposed Fee:											\$122,560.00

