



REQUEST FOR BIDS #23-CNS-003 FOOD AND GROCERY PRODUCTS

BID DEADLINE:
1:00 p.m. PT on June 2, 2023

**Rio School District
Child Nutrition Services Department
Lacey Piper, Director of Child Nutrition
1800 Solar Drive, Floor 3
Oxnard, CA 93030
Telephone: (805) 485-3111 ext. 2111
Fax: (805) 981-7710**

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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, June 2, 2023 at 1:00 p.m. PT (the “Bid Deadline”) sealed bids (“Bids”) for the award of contracts for:

BID #23-CNS-003 Food and Grocery Products.

- District.** The District is an elementary school district located in Ventura County, California. The District provides K-8 public education to more than 5,200 students in four elementary schools, three 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”).
- 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.
- The RFB.** The District has prepared Request for Bids No. 23-CNS-003, a bid package that includes instructions, general conditions, bid forms, contracts, 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/>.
- Bid Submittals; Bid Deadline.** Bids must conform and be responsive to the RFB. Bids must be submitted to the District Office, attention Lacey Piper, Director of Child Nutrition, on or before the Bid Deadline. Bids received after the Bid Deadline will be returned unopened. The contract will be awarded to the lowest responsive, responsible bidder based on the criteria noted in the RFB. No bidder may withdraw its bid for a period of ninety (90) calendar 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.
- Further Information.** For more information, please review the RFB, or contact Lacey Piper, Director of Child Nutrition, at the District Office or at (805) 485-3111 ext. 2111.

Advertising dates: May 4, 2023; May 11, 2023; May 18, 2023

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or

local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [Form AD-3027, USDA Program Discrimination Complaint Form](https://www.usda.gov/sites/default/files/documents/ad-3027.pdf) (PDF) which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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: 833-256-1665 or 202-690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

PART II – SUMMARY

1. **Introduction.** The intent of this Request for Bids No. 23-CBNS-003 (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 in this RFB. 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).) The current 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, with at least five days in between, 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 5,200 students in four elementary, three 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	May 2, 2023
Bid advertisements	May 4, 2023; May 11, 2023; May 18, 2023
Deadline for bidder questions	May 29, 2023 at 1:00 p.m. PT
Bid deadline	June 2, 2023 at 1:00 p.m. PT
Anticipated Notice of Intent to Award	June 6, 2023
Protest deadline	June 9, 2023 at 1:00 p.m. PT
Protest reply deadline	June 12, 2023 at 1:00 p.m. PT
Anticipated protest decisions	June 14, 2023
Anticipated contract award	June 21, 2023
Anticipated start of Contract	July 1, 2023

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-1 – Bid Form
- Exhibit B-2 – Product Quotation Sheets (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 for this RFB. 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 entire 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, exhibits, and other documents included in this RFB. 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 or the Contract. 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 of these Instructions. 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 the bidding process, 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 bid that contains copied, modified, or alternate bid forms. If the forms included in this RFB request additional information from the bidder, then 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 (*i.e.*, one to two paragraphs maximum); 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 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 submit more than one bid for the same work or products.

7. Identification of Bidders; Signatures. Each bid must specify the bidder's legal name (*i.e.*, the name of the entity on file with the California Secretary of State), any fictitious business name (*i.e.*, a "doing business as" name under which the entity conducts business), full business address, business telephone number, business facsimile number, and employer identification number (*i.e.*, federal taxpayer identification number). The bidder's authorized representative must sign the cover letter, Bid Form, required bid forms and any other documents requiring signature by the bidder. 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 this matter. 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 in this matter. Signatures must be wet (signed by hand). 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. Unsigned documents or improperly signed documents may be considered non-responsive, resulting in possible 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 a 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 Lacey Piper, MS, RD, Director 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 fulfill 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 FDA. Labels must list the presence of ingredients which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

d. If, subsequent to bid submission and prior to the bid award, there is an ingredient change in any item listed on the Product Quotation Sheets or additional product list provided by bidder, then the bidder shall promptly provide new ingredient statements and nutritional information to District’s Child Nutrition Department. Any product changes after bid award shall be governed by the General Conditions. (See General Conditions, Paragraph 20(c).)

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 (a) in person or by mail, including overnight mail and courier service, or (b) via email.

a. **Delivery In Person or by Mail.** If bidders are delivering their bids in person or 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 # 23-CNS-003 – Food and Grocery Products.” Bids must be delivered before the Bid Deadline to Rio School District, Child Nutrition Services, attention Lacey Piper, MS, RD, Director 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 #23-CNS-003 – Food and Grocery Products” and the bidder’s name. Electronic bids must be delivered before the Bid Deadline to Lacey Piper, MS, RD, Director of Child Nutrition at the following email address: LPiper@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 June 2, 2023**. 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 responsible party in each lot or product group, with price being the primary consideration but not the only determining factor. (PCC § 20111(c).)

b. Responsiveness. To be responsive, the bid must comply with the requirements of this RFB. District may reject a bid as non-responsive if the bid is incomplete, fails to conform to the requirements set forth in this RFB, or 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 also reject as non-responsive any bids that fail to comply with the quality standards set forth in this RFB, or otherwise includes items of lesser or inferior quality than the items requested.

c. Responsibility. To be responsible, the bidder must demonstrate trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the Contract. (PCC § 1103.) District will reject any bid that is submitted by a bidder that is determined not responsible. District will assess each bidder's responsibility by evaluating and scoring the Bid Questionnaire, reviewing any requested financial documents that affect bidder's financial stability and financial capacity to perform the Contract, interviewing references/prior clients, and considering any other pertinent information regarding trustworthiness, quality, fitness, capacity, and experience. 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, or based upon any other information elicited through the Bid Questionnaire, reference checks, or any other source during the bidding process.

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

i. **Price (50 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.

ii. **Experience and References (15 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.

iii. **USDA Food Management (15 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. District has included questions in the Bid Questionnaire to assess the bidder’s USDA food management experience.

iv. **Key Personnel (5 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. District has included questions in the Bid Questionnaire to assess the bidder's key personnel.

v. **Dispute History (8 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, and for any other responses or additional information warranting a determination of non-responsibility due to the bidder's dispute history.

vi. **Local (7 points)**. District desires to work with a bidder that makes an effort to source local items. For the purposes of this RFB, District defines local as grown, processed/manufactured, and packed within the State of California. The "local" category will be scored in two ways. First, District has included a column in the Product Quotations Sheet where the bidder must indicate whether a particular item is sourced within the State of California. District will award five points to the bidder with the highest number of local products, four points to the bidder with the second highest number of local products, three points to the bidder with the third highest number of local products, *etc.* In the event of a tie, both bidders will receive the same number of points (e.g., if two bidders are tied for the highest number of local products, then they will both receive five points). Second, District has included certain "local" questions in the Questionnaire. The maximum score for those questions is two points.

e. **Reservation of Rights; Board Approval**. District reserves the right, in its absolute discretion, to accept bids, or any part of any bid, and to award the Contract (or multiple contracts) in the best interests of District. The award of the Contract(s) is subject to the Board's approval.

27. **Notice of Intent to Award**. On or about **June 6, 2023**, 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 **June 9, 2023 at 1:00 p.m. PT** (the “Protest Deadline”).

d. District will provide a copy of the Protest to the bidder subject to 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 **June 12, 2023 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 Lacey Piper, MS, RD, Director of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030 or by email to LPiper@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 **June 21, 2023**. The award of the Contract(s) is subject to the Board's approval. The anticipated contract start date is **July 1, 2023**. 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 *might* 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 Lacey Piper, MS, RD, Director of Child Nutrition, 1800 Solar Drive, Floor 3, Oxnard, California 93030 or LPiper@rioschools.org. The deadline for questions is **1:00 p.m. PT on May 29, 2023**. 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 collectively, and all references to a “Party” mean the District and Vendor individually. Capitalized terms not otherwise defined herein shall have the meaning set forth in other parts of this RFB.

1. **Post-Award Conference.** Following award of the Contract 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 two (2) calendar days of being awarded the Contract, or such other 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. 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. Vendor expressly agrees 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) certify in its delivery invoices that Vendor's products comply with the Buy

American Provision requirements; (iii) in accordance with CDE recommendations, 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 ("FDA") 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.

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. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the Contract, and revise delivery times as required. A list of delivery locations and times is included in the District Fact Sheet. 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 the District warehouse and all school sites listed in the District Fact Sheet. Second day is defined as delivering to the District warehouse and all school sites 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. Vendor must state their delivery time after receipt of order (delivery time ARO) on the Bid Form. For emergency orders, Vendor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Child Nutrition Services Department. There is no minimum order requirement for emergency orders. The 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 without liability to Vendor.

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.** Whenever there is an ingredient change, reformulation or other change in any products provided to District ("Product Change"), Vendor shall immediately (i) notify District's Child Nutrition Services Department of the Product Change and (ii) provide new ingredient statements and nutritional information to District's Child Nutrition Services Department. Vendor acknowledges and agrees that District requires prompt notice of any Product Change, even if District does not have any pending orders for the applicable products, so that District can assess whether the Product Change affects nutritional standards or implicates any allergen issues, and then determine whether to continue ordering the applicable products. In the event that District places an order for products that have a Product Change before Vendor has given notice to District, then, within one business day of the order, Vendor shall provide the notice, new ingredient statements, and new nutritional information to District. Upon receipt of any notice from Vendor under this subparagraph, or District's other discovery of

any Product Change, District shall have the right to reject the products subject to the Product Change, request a substitution from Vendor, or seek alternative products elsewhere. In no event shall District be required to accept any Product Change. If Vendor fails to comply with this subparagraph, 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 with no liability to Vendor.

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 forty-five (45) 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%). Notwithstanding anything to the contrary in these General Conditions or any other portion of the Contract, Vendor acknowledges and understands, and agrees that District must undertake certain bureaucratic procedures to remit payments to any vendor, which sometimes causes unavoidable delays, and therefore Vendor shall not stop or suspend delivery of products solely due to failure of District to pay any invoice unless the failure has continued for a period of at least ninety (90) calendar days.

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, 2025, the request must be submitted to District no later than May 15, 2025. 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.** Prior to commencing services under 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. **Broader Coverage or Higher Limits.** If Vendor maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to District.

l. **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.**

a. **General Obligations.** To the maximum extent permitted by law, Vendor shall at Vendor's sole cost and expense indemnify, defend, and hold harmless District and its school board members, officers, administrators, 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 (i) Vendor's performance of the Contract; (ii) 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; (iii) any bodily injury, illness, death, or other 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, in connection with the Contract, 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 the District; (iv) any injury or damage caused by Vendor's failure to comply with Education Code Section 45125.1, if applicable to the Contract; (v) 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 (vi) any injury or damage caused by Vendor's failure to comply with applicable federal, state, or local laws or regulations, or the District's policies.

b. **Applicability, Scope.** Vendor's indemnity, defense, protection and hold harmless obligations under these General Conditions shall apply whether or not the applicable claim is (i) a third party claim or a direct claim, (ii) has any merit, (iii) arises from an act or omission authorized under the Contract, or (iv) is caused or alleged to have been caused by the negligence of District, provided however that Vendor shall not be liable

for damages or losses caused by the sole gross negligence or sole willful misconduct of District.

c. **Survival.** 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 places 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 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 ninety (90) 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 ninety (90) 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. Liquidated Damages. If Vendor repeatedly fails to timely deliver products, then District may, but is not obligated, to assess liquidated damages against Vendor in the sum of two hundred fifty dollars (\$250.00) per incident per day with a not to exceed of one thousand dollars (\$1,000.00) per day. The Parties agree that this amount shall be liquidated damages, and not a penalty. The Parties further agree that it would be impractical or extremely difficult to fix actual damages if Vendor repeatedly fails to timely deliver products, and that the foregoing amount is a reasonable estimate of these damages. Notwithstanding the foregoing, Vendor shall not be liable for liquidated damages when the failure to timely deliver products is due to matters outside of Vendor's control, acts or omissions of District, or a force majeure event.

41. Force Majeure; School Closures. 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, mudslide, or flood; war, riot, civil disturbance, or terrorism; epidemic, quarantine or pandemic; strike, lockout, or labor dispute not involving the Parties; 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. Additionally, if any District school or schools are closed or required to rely on remote learning due to any lawful reason including in response to governmental orders or advisories, or to protect the health, safety and welfare of students and employees, or by reason of any emergency, and District notifies Vendor that District does not need certain products delivered or needs to reduce any product orders, then District shall not be entitled to suspend, delay, or revise any orders during the applicable closure period. District shall furnish notice to Vendor of school reopening plans, including phases and any interruptions in reopening schedules, and Vendor agrees to work in good faith with District to accommodate the modified, revised, or fluctuating product needs.

42. 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. Copies may be provided by email. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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. Notwithstanding the generality of the foregoing, the Parties expressly agree that if Vendor is determined to be the prevailing party entitled to attorneys’ fees, the calculation for District’s reimbursement of such fees shall be performed using the then-current public agency hourly rate paid by District. For the avoidance of doubt, the purpose of this clause is to limit the amount of public funds used to pay a private entity’s attorneys’ fees. Nothing herein shall prohibit Vendor from using the attorney of its choice for any legal matters related to this Agreement, nor affect District’s obligation to pay all or a portion of Vendor’s attorneys’ fees subject to the conditions and limitations set forth in this paragraph.

49. Governing Law; Venue. The Contract shall be construed in accordance with the laws of the State for all substantive and procedural matters, without regard to principles of conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County. The venue for any arbitration, mediation or other action or proceeding related to enforcement or interpretation of the Contract shall be the County of Ventura. In the event of any litigation related to this Contract, the Parties irrevocably submit themselves to the jurisdiction of the Superior Court of Ventura County. Each Party hereby waives and expressly agrees not to assert, in any manner whatsoever, any claim or allegation that it is not personally subject to the jurisdiction of the aforementioned court. The Parties further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the venue is improper.

50. Conflicts or Inconsistencies in Contract Documents. In the event of any conflict, inconsistency, or ambiguity in the Contract Documents, the documents shall govern in the following order: change order or amendments to the Contract; the Grocery Agreement; the General Conditions; the Bid Instructions; and the other Contract Documents. Notwithstanding the foregoing, in all matters where reasonably required, applicable federal and state law shall prevail.

END OF GENERAL CONDITIONS

APPENDIX 1 – 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.

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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: 23-CNS-03 – 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.: Lacey Piper, or LPiper@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-1 – BID FORM

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 23-CNS-03 – 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, Grocery Agreement, 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 B-2 – PRODUCT QUOTATION SHEETS

Rio School District Grocery Bid 2023

Item #	Description	Pack	Size	Unit	Approved Brand	Alternatie Brand/MPC	Mfg. Item No. for reference only	Estimated Usage	Locally sourced/ processed Y/N	Commodity Item	Quoted Price
1	Applesauce Natural Unsweetened	72	4 oz	CS	Treetop		101317	30			
2	Bagel, breakfast,egg & cheese IW, 1M/MA & 1.25WG	96	2.8oz	CS	Tonys		67626	300			
3	Bagel, Whole Grain White, bulk	12	6ct	CS	Lenders		7680000074	250			
4	Bagel, Whole Grain White,IW	72	2oz	CS	Lenders		7680000075	300			
5	Bar, Breakfast,Darlington Farms, strawberry oatmeal IW, 1WG	160	1.2oz	CS	Darlington Farms		70400	100			
6	Bar, Breakfast,Darlington Farms, apple oatmeal IW, 1WG	216	1.2oz	CS	Darlington Farms		70100	100			
7	Bean, Black	6	#10	CS				20			
8	Bean, Garbonzo	6	#10	CS				20			
9	Bean, Green	6	#10	CS				20			
10	Bean, Kidney	6	#10	CS				20			
11	Bean, Pinto FCY	6	#10	CS				20			
12	Bean, Refried, Dehydrated, Vegetarian, no Lard	6	26.25oz	CS	Santiago		10302	60			
13	Beef Patty, Grilled Mesqt, Fully Cooked, 2M/MA	135	2.45 oz	CS	Advance Pierre/Tyson		10255	400			
14	Beet, Shoestring, FCY	6	#10	CS				30			
15	Beverage, sparkling juice, must be complaint with CA SB 965. Bidder to state varities and flavors avabile	24	8oz	CS	Switch			200			
16	Biscuit, baked, whole grain, easy split, 2WG	120	2oz	CS	Pillsbury		106285000	50			
17	Bread stick, proof & bake, 1 WG	120	1.8oz	CS	Richs		12194	70			
18	Bread, Zucchini carrot loaf,IW,2wg	72	3 oz	CS	Simblue		ZBLA372	50			
19	Bread, Banana,WG, Sliced IW,2WG	70	3.4 oz	CS	Supbrky		6071	80			
20	Bread, Pan Dulce, variety IW	84	2.5oz	CS	Lupitas		1450	300			
21	Bread, sliced, pullman, wheat,21 slice	12	24oz	CS				300			
22	Brownie,hcocolate,WG,low fat,IW,1.25WG	96	2 oz	CS	Buenavista		82220	20			
23	Bun, hamburger,whit wheat, 4 in.k12	10	12ct	CS				300			
24	Burrito, bean & cheddar cheese, spicy, IW, 2M/MA	80	5.95oz	CS	Los Cabos		71471	50			
25	Burrito, bean & cheddar cheese, bulk, 2M/MA	48	5.2oz	CS	Los Cabos		67576	550			
26	Burrito, bean, cheese & green chili, IW,2M/MA, 2 WG	96	5.2oz	CS	Los Cabos		97580	50			
27	Burrito, breakfast,egg & cheese, IW	24	3.4 oz	CS	Los Cabos		26028	150			
28	Burrito, breakfast,egg & cheese, bulk	72	3.75oz	CS	Los Cabos		77333	400			
29	Calzone,3 cheese IW	80	5.5oz	CS	Buena Vista		7060420	130			
30	Cereal, granola, bulk, peanut free only	4	50oz	CS				40			
31	Cereal, hot oat quick buckeye	1	50 lb	CS			20164	40			

32	Cereal, bowl pack, 1WG, no more than 6 grams of sugar per dry ounce. bidder to state varieties			CS	General Mills Kellogg			800			
33	Cereal, bowl pack, 2WG, no more than 6 grams of sugar per dry ounce. bidder to state varieties			CS	General Mills Kellogg			300			
34	Cheese bites, mozzarella,2M/MA, 2 WG	240	1oz	CS	Wild Mikes	11003		200			
35	Cheese, cheddar portion, IW	100	.75oz	CS	Schrber	STK09354		100			
36	Cheese, cream orig spread, cup	100	1oz	CS	Phila	100021000 6111		600			
37	Cheese, cheddar, reduced fat, presliced,no more than 190mg of sodium per serving	8	1.5 lb	CS	land O lakes	44224		100			
38	Cheese, parmesan, shredded,long shreds only,not powdered	4	5lb	CS				70			
39	Cheese, string,RF,RS,mozzarella, cheddar jack/cheddar mix, 1M	96	1oz	CS	Land O lakes	44881, 59703, 44878		550			
40	Cheese, cheddar, shredded, RF/RS	4	5lb	CS	Land O lakes	41749		300			
41	Cheese, mozzarella, shredded, RF/RS	4	5lb	CS	Land O lakes	41698		225			
42	Cheese, cottage,small curd 2%	2	5lb	CS	Whlfcls	1003862		200			
43	Cheese, cottage,small curd 2%, individual servings	32	4oz	CS				300			
44	Chicken, mandarin orange, whole grain, fully cooked	6	5lb	CS	Lings	155524		250		Yes	
45	Chicken, teriyaki bbq, no MSG, fully cooked	6	5lb	CS	Lings	15554-8		250		Yes	
46	Chicken, fully cooked 8 piece parts, roasted 2M/MA, 1WG	1	30lb	CS	Gold Kist	8020		200		Yes	
47	Chicken, fully cooked 8 piece parts, WG breaded 2M/MA, 1WG	1	35lb	CS	Gold Kist	7812		800		Yes	
48	Chicken patty, WG breaded, spicy,whole muscle meat, fully cooked, 2M/MA, 1WG	120	4oz		Gold Kist	7517		100		Yes	
49	Chicken, WG breaded breast bites, whole muscle meat, fully cooked, 2M/MA, 1WG	1	30lb		Gold Kist	7518		450		Yes	
50	Chicken, WG breaded boneless fillet, whole muscle meat, fully cooked, 2M/MA	6	5lb		Gold Kist	7516		1000		Yes	
51	Chip, tortilla, tri wht corn, IW	80	1.8oz		Romero	7802-1		100			
52	Chip, tortilla, tri wht corn, bulk	1	12lb		Romero	712TWL		400			
53	Chorizo, fully cooked,	1	10lb					20			
54	Cookie, chocolate chip, WG, RF,.75oz	200	1.5		Buena Vista	79015		30			
55	Corn, whl vacpack	6	#10		Chefmxwl	35302 10073		50			
56	Cracker, grahm 3 pk	150	3pk		Nabisco			100			
57	Crackers, saltines, whole wheat	300	2ct		Wstmnst	30017		100			
58	Cranberry, dried craisin, various flav.	200	1.16oz		Ocnspny			100			
59	Cream, sour, pure grd A sq packt	100	1oz		Daisy	IDP100		150			
60	Croissant, WG	4	12ct		Chef Pier	41315		150			
61	Crouton, multi grain C/G Hs ZTF	8	2.5lb			74925		120			
62	Dough, cookie, choco chip, WG, RF,.75oz	216	1.5oz		Buena Vista	78015		100			
63	Dressing, ranch packet	204	12 gm		marzeti	81561		120			
64	Egg bake bites, 2oz, 1.5 M/MA	200	1.5oz		Sunfrsh	40265		120			
65	Egg patty, scrambled, grilled, 1M/MA	369	1.25oz		Sunfrsh	40711		250			

66	Egg scrambled,precooked with bacon bits and cheese	4	5lb		Sunfrsh		40928	250		Yes	
67	Eggs, hardboiled, whole, out of shell	8	18ct		Sunfrsh		50038	175		Yes	
68	Eggs, fresh, liquid whole eggs with citric, frozen	6	5lb		Sunfrsh		10081	200		Yes	
69	Fish,4 oz filets, California wild caught,				Bay to tray or similar			3200 servings per menu cycle. 8 cycles per school year			
70	Flour, all purpose, H&R, BL, EN, MT	1	25lb				52125000	30			
71	Fruit mix bowl in juice	36	4oz		Dole		38900-03065	100			
72	Fruit mix bowl, tropical, in juice	36	4oz		Dole		3048	50			
73	Hominy, white	6	#10		Casasol		2003811	300			
74	Ketchup, fancy pouch dispenser	2	1.5gal		Heinz		78000075	150			
75	Ketchup packet, fancy	1000	9gm		Heinz		78000108	120			
76	Mayonnaise, lite	4	1gal		Chefprd		77191chp	80			
77	Mayonnaise, pkt	500	12gm		Heinz		78000705	60			
78	Milk, Almond, vanila	18	8oz		Silk		136461	50			
79	Muffin banana,WG,IW	120	3oz		Buena Vista		60226IW	300			
80	Muffin, blueberry,WG,IW	120	3oz		Buena Vista		60326IW	150			
81	Muffin, cherry,WG, IW	120	3oz		Buena Vista		60425IW	150			
82	Muffin, sweet potato choco chip, WG,IW	100	3.5oz		Buena Vista		61341IW	300			
83	Muffin, english,wheat,frksplt	12	12ct					100			
84	Muffin, mix, corn complete	6	5lb		Gold Medal		11442000	50			
85	Muffin, mix variety, whole grain	6	5lb		Gold Medal		31529000	70			
86	Mustard,fancy pouch dispenser	2	1.5gal		Heinz		1300065 20000	10			
87	Mustard, pkt	500	1/5oz		Heinz		78000700	30			
88	Olive oil blend, 80%olive oil 20% canola oil	6	1gal		Arezzio		5934302	15			
89	Olive, ripe sliced calif	6	#10		Lindsay		342000.6	15			
90	Orange, mandarin sect juice cup	36	4oz		Dole		4208	75			
91	Orange, mandarin sect light syrup	6	#10		Intcls		210574865N	75			
92	Pan release, aerosol	6	14oz					60			
93	Pancake, bulk, WG	144	11.7lb		Bake crafters		1475	150			
94	Pancake, maple burst mini WG,IW	72	3.17oz		Pillsbury		18000-37732				
95	Pancake strawberry splash WG,IW	72	3.18oz		Pillsbury		18000-37731				
96	Pasta, elbow,100% WG	2	10lb		Barilla		1000013342	120			
97	Pasta, rotini, 100% WG	2	10lb		Barilla		1000013341	60			
98	Pasta, spaghetti, 100% WG	2	10lb		Barilla		1000-338005	120			
99	Peach, diced, extra light syrup	6	#10				F2614610	25			
100	Peach, diced in 100%fruit juice	36	4oz		Dole		38900-03073	120			
101	Peanut, dry roasted, sld, blanched	3	2lb				4645438	20			
102	Peppers, Chili.green,diced	6	#10					20			
103	Peppers chipotle in adobo sauce	12	7oz		Embasa		7840	25			
104	Peppers, jalapeno, sli field run	6	#10				950341	50			
105	Pepperoni, sliced	2	5lb		Armour		2781522021	70			

106	Pickle, chip dill C/C pouch pak	6	5.75lb		Heinz		1300065-82000	60				
107	Pineapple tidbits, juice bowl	36	4oz		Dole		419	120				
108	Pineapple,tidbits, juice	6	#10				35302 10002	75				
109	Pizza, breakfast trky ssg, WG, IW	100	3.67oz		Tonys		63913	275				
110	Pizza, breakfast trky ssg, WG bulk	128	3.31		Tonys		63912	200				
111	Pizza, crust,12x16 WG PBKD	16	17oz		Richs		14007	175				
112	Pizza, french bread, cheese	60	5.5		Tonys		72671	120				
113	Pizza, french bread, pepperoni	60	4.93		Tonys		78357	120				
114	Pork, carnitas	5	4lb		DelReal		100	120				
115	Potato, french fry							300				
116	Potato, tater barrel							300				
117	Potato, mashed, pearl, low sodium	12	26.5oz		Basicam		10426	80				
118	Pretzel rod, WW, 51% WG	180	1oz		J&J snack		31012	150				
119	Pupusa, bean and cheese	40	5.5oz		Del Real			120				
120	Quesadilla, cheese&green chili, IW,2M/MA and 2WG	48	4.4oz		Los Cabos		45227	200				
121	Raisin, seedless	144	1.5oz				10108855	20				
122	Raisin, seedless, bulk	1	5lb					30				
123	Rice, brown, long grain, natural	1	25lb		Producer		B2PE25560	50				
124	Roll, cinn mini	72	2.29oz		Pillsbury		133686000	300				
125	Salad, fruit tropical lt syr	6	#10		Dole		9082	20				
126	Salsa fresh molcajete roja	3	4lb		Del Real		504-5	150				
127	Salsa, fresh verde	3	4lb		Del Real		501	80				
128	Sandwich, sunflower butter and grape jelly, WG, 1M/MA,1WG, fully sealed, IW	96	2.8oz		Sunwsfd		12228	100				
129	Sandwich,peanut butter only, 1M/MA, 1WG, fully sealed,IW, bidder to provide flavors available	72	2.6oz		Smuckers			600				
130	Sandwich,peanut butter only, 2M/MA, 2WG, fully sealed, IW,bidder to provide flavors available	72	5.3oz		Smuckers			260				
131	Sandwich, tky breast deli & cheese on a whole grain frinch roll, 2M/MA, 2WG,fully sealed	48	each		Rose & shore		TDC248WC	50				
132	Sandwich, tky ham & cheese on a whole grain frinch roll, 2M/MA, 2WG,fully sealed	48	each		Rose & shore		SST10WC	50				
133	Sauce, bbq	4	1gal		Gayles		43901-22049	40				
134	Sauce,bbq cups	100	1oz		Bulls eye		39709	20				
135	Sauce,enchalada, red	6	#10		La Victoria		2505	100				
136	Sauce, enchilada, green	6	#10		La Victoria			10				
137	Sauce, hot, pkts,Cholula	500	7grm		Cholula		WX3811	80				
138	Sauce, hot, pkts, Tapatio	500	7grm		Tapatio			80				
139	Sausage, italian, pizza topping	2	5lb		Arezzio		68785-0071	10				
140	Shell, taco, 5.25"	8	25ct		Casasol		10114	250				
141	Shell, tostada	8	25ct		Romero		TB16300	80				
142	Sidekick, frozen, 100% juice, no sugar added, bidder to provide varities available	84	4.4oz		Ridgefield			140				

143	Smoothie, twist and go, various flavors	48	7.6oz		Bar Fresh			220			
144	Snack bar, granola , oat & honey, crunchy, 1.25 WG	4	36 ct		Nat Val		11582000	500			
145	Snack, cinnamon oat crisps, 1WG	120	1.2oz		Nat Val		48256	100			
146	Snack, graham cracker, bunny, organic, 1WG	100	1.25oz		Annies		600236000	120			
147	Soup base, chicken	1	5lb		Knorr			20			
148	Soy milk, aseptic cartons, require both original & vanilla, approved as a milk substitute	18	8.25oz		Pacific natural foods			50			
149	Spice, Basil, flakes, dry	1	12oz					10			
150	Spice, chili powder	1	5lb					10			
151	Spice, cinnamon	1	5lb					10			
152	Spice, cumin	1	4.5lb					10			
153	Spice, garlic powder	1	5.25lb					10			
154	Spice, garlic, granulated	1	5.25lb					10			
155	Spice, onion powder	1	5.25lb					10			
156	Spice, onion, dehydrated flakes	1	3lb					10			
157	Spice, oregano, flake	1	1.75lb					10			
158	Spice, paprika	1	3lb					10			
159	Spice, parsley	1	5lb					10			
160	Spice, pepper	1	5#					10			
161	Spice, salt, granulated	1	25#					10			
162	Sugar, brown, light	24	1lb					10			
163	Sunflower kernel, honey roasted	150	1oz		Pwrsnks		7220210	75			
164	Sunflower kernel, roasted, salted	150	1oz		Pwrsnks		7220010	150			
165	Syrup, pancake, cup	200	1oz		Mrsbwth		780011	350			
166	Tamale,cheese, WG, 1.25 M/MA,2WG	12	4ct		Del Real		766	400			
167	Tamale, chicken in green sauce, 2M/MA, 2 WG	12	4ct		Del Real		783	300			
168	Taquito, chicken,WG	140	1.74oz		Posada		46580011	550			
169	Toast, french,Mini,cinnamon rush, WG, IW	72	2.64oz		Pillsbury		137309000	200			
170	Toast, french,Mini,triple berry, WG, IW	72	2.64oz		Pillsbury		137308000	200			
171	Toast, french,WG, cinnamon glazed,1M,1.5WG, bulk	130	2.9oz		Sunny Fresh		40490	300			Yes
172	Tofu, fresh, extra firm	12	14oz		Packer			75			
173	Tomato, crushed, all purpose	6	#10		Arezzio		1773300899	40			
174	Tomato, diced in puree XS cal	6	#10		Arezzio		1750000906	70			
175	Tomato paste	6	#10					70			
176	Tomato sauce	6	#10					70			
177	Tortilla, flour, 8"	1	doz					50			
178	Tortilla, corn 6"	1	doz					50			
179	Tuna, light, skipjack, pouch pack	6	43oz				29511SY	20			
180	Turkey breast, sliced, oven roasted, .5oz per slice	12	1lb		JennieO		2099	30			Yes
181	Turkey breast, shredded	4	5lb		JennieO		220120	140			Yes
182	Turkey frank, smoked, reduced sodium,fully cooked, 8/lb	4	5lb		JennieO		612620				Yes
183	Turkey, round, raw, thigh, comm	4	5lb		JennieO		205135	620			Yes

184	Turkey ham, sliced, .5oz per slice	12	1lb		JennieO			100		Yes
185	Turkey, shredded with gravy, fully cooked	4	7lb		JennieO		284728			Yes
186	Vegetable, green bean, frozen	6	2.5lb					20		
187	Vegetable, Mix, frozen	6	2.5lb					20		
188	Vegetable, peas, frozen	6	2.5lb					20		
189	Vegetable, peas & carrots	6	2.5lb					20		
190	Vegetable, Soybean,whole,edamame, shelled	6	2.5lb					50		
191	Vinegar, white, 50 grain distilled	4	1gal		Four Monks		911123	100		
192	Waffle, mini, blueberry bash, IW, 2 WG	72	2.47oz		Pillsbury		132264000	100		
193	Waffle, mini,maple madness, IW, 2WG	72	2.47oz		Pillsbury		132265000	350		
194	Waffle, 1WG, bulk	144	1.4oz		Auntjem		1960043577	250		
195	Water,spring	4	1gal		Niagara		NDW1GP6PSP CHB	50		
196	Water,spring, RTD	35	16.9oz		Niagara		NDW05L35PSP CHN	300		
197	Water,spring, RTD	48	8oz		Niagara		NDW8OZ2X24 PSPC	300		
198	Yogurt, strawberry, parfait pouch	6	4lb		Yoplait		16631000	260		
199	Yogurt, vanilla, parfait pouch	6	4lb		Yoplait		16632000	600		
200	Yogurt, individual servings, must meet smart snack requirements, flavors to be provided		8oz					700		

EXHIBIT C – BIDDER QUESTIONNAIRE

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 23-CNS-03 – 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 (DBA)

3. Type of Entity (corporation, partnership, etc.) _____
State law under which company was formed (e.g., CA, NV) _____
4. Bidder’s Physical Business Address

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

6. Bidder’s Main Telephone Number _____
Bidder’s Main Facsimile Number: _____
7. Bidder’s Website _____
8. Bidder’s FEIN (Federal Employer Identification Number) _____
9. Authorized Representative #1 _____
Email Address for Representative #1 _____
Direct Telephone Line for Representative #1 _____
10. Authorized Representative #2 _____
Email Address for Representative #2 _____
Direct Telephone Line for Representative #2 _____

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 50 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 average order fill rate percentage for the last two calendar years.
 - 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 15 points.

- 13. 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 = 2.) _____

- 14. 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

23. Do you charge penalties when invoices are paid after 45 days? If so, what is the penalty? (Total possible points = 0.5.) _____

24. Do you have ordering minimums/requirements? If so, explain. (Total possible points = 0.5.) _____

25. What process do you follow for recalls? Be specific. (Total possible points = 1.) _____

PART E – DISPUTE HISTORY

This section contributes to evaluation of your responsibility with respect to dispute history. The maximum score for this section is 8 points. NOTE: District reserves the right to determine that a bidder is “not responsible” based upon information responsive to the below questions (whether provided by bidder or other sources).

26. 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 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.) _____

30. 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.) _____

PART G – LOCAL SOURCING

This section contributes to evaluation of your responsibility with respect to local sourcing. The maximum score on the below section is 2 points. The District will also award up to 5 points for local items listed in the bid. The maximum score for Local Sourcing is 7 points.

39. 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. (Total possible points = 1.) _____

40. How will you support our growing farm to school program; supper program; and local sourcing? (Total possible points = 1.) _____

END OF QUESTIONNAIRE

EXHIBIT D – REFERENCE FORM

Agency: Rio School District, 1800 Solar Drive, Floor 3, Oxnard, CA 93030
RFB #/Name: 23-CNS-03 – Food and Grocery Products

Directions: District will contact at least two (2) of your past or current customers as references. To create a reference list for the District, please list your clients/customers for whom you delivered products to multiple locations within the last ten (10) years below. List at least two (2) California school districts, and no more than a total of ten (10) clients/customers.

1. Client Name: _____
Client’s 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 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 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: _____

4. Client Name: _____
 Client's 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: _____

5. Client Name: _____
 Client's 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: _____

6. Client Name: _____
 Client's 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: _____

7. Client Name: _____
 Client's 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: _____

8. Client Name: _____
 Client's 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: _____
9. Client Name: _____
 Client's 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: _____
10. Client Name: _____
 Client's 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: 23-CNS-03 – 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: 23-CNS-03 – 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: 23-CNS-03 – 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 under GC 8355, 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: 23-CNS-03 – 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: 23-CNS-03 – 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: 23-CNS-03 – 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: 23-CNS-03 – 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 <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in 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: 23-CNS-03 – 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 2 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 June ___, 2023 (the “Effective Date”), by and between Rio School District, a California public school district (“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 two hundred (5,200) students in four elementary schools, three K-8 schools, and two middle schools; and

WHEREAS, District competitively bid that certain Request for Bids, identified by RFB # 23-CNS-003, 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 and the Nutritional Information 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, and the Disclosure of Lobbying Activities; 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, 2023 through June 30, 2024. The Contract may be extended on the same terms and conditions 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 entire RFB, including all 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