



RFP # 150701

(Request for Proposal)

Nutrition Services

Fresh Produce

Daniel M. Sanchez, C.P.M.
Sacramento City Unified School District
Purchasing Services
3051 Redding Ave.
Sacramento, California 95820
(916) 277-6662

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701



**Sacramento City Unified School District
Purchasing Services**

3051 Redding Ave,
Sacramento, CA 95820
T: 916/277-6662 * F: 916/277-7110

Bidder Information Sheet

If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.

Attention: Dan Sanchez, Purchasing Manager

Fax # 916-277-7110

Re: Bid # 150701 – Nutrition Services – Fresh Produce

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to fax the following information to 916-277-7110 so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email dan-sanchez@scusd.edu

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

NOTICE TO BIDDERS

Request for Proposal (RFP) # 150701

The Sacramento City Unified School District is requesting bids from providers of fresh produce to provide service for the District's Fresh Produce Program.

BID's must be received prior to **10:01 A.M., on July 23, 2015**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to Sacramento City Unified School District, Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820.

BID's received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Sacramento City Unified School District website: www.scusd.edu/purchasing-services, click on Current Bids tab or by contacting Purchasing Services, 3051 Redding Ave., Sacramento, CA 95820**. Refer any questions to: **Dan Sanchez, e-mail: dan-sanchez@scusd.edu or Telephone: 916-277-6662**

Published: July 8, 2015
July 15, 2015

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

TABLE OF CONTENTS

	Page #
Bidder Information Sheet	2
Notice to Bidders	3
Table of Contents	4
Bidders Checklist	5
General Terms Instructions and Conditions	6
Scope of Work	14
Produce Specifications and Conditions	15
Price Sheet	20
School Locations	24
Non-Collusion Declaration	27
Authorized Vendor Signature	28

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

Bidder's Checklist

Bidder Name _____

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

Required items

Bidder Information Sheet	page 2
Bidder's Checklist (this form)	page 5
Scope of Work	page 14
Produce Specifications and Conditions	page 15
Price Sheet	page 20
School Locations	page 24
Non-Collusion Declaration	page 27
Authorized Signature	page 28

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

GENERAL TERMS AND CONDITIONS

General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

BID's - To receive consideration, RFP's shall be made in accordance with the following instructions:

Deadline for Receipt of RFP's – RFP's will be received prior to **10:01 A.M. on July 23, 2015** after which time bids will be opened and publicly read aloud. Envelopes containing a Bid must be sealed, prominently marked with the Bid number, Bid title, Bid opening time/date and name of bidder, and submitted to:

**Sacramento City Unified School District
Purchasing Services
3051 Redding Avenue
Sacramento, California 95820
Attn: Dan Sanchez**

Bids/Proposals: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **"FAX" BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District’s acceptance of one item shall be contingent upon the District’s acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder’s acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48” long by 40” wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento Unified School District, Accounting Services Department, 5735 47th Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

24. **AMERICAN MADE PRODUCTS** – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

25. **MISCELLANEOUS PROVISIONS:**

A. Assignment of Contracts – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Sacramento County.

J. Permits and Licenses – The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability,

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

SCOPE OF WORK

The Sacramento City Unified School District (District) is requesting proposal (RFP) for Fresh Produce. This produce is served throughout the District and requires timely delivery to schools. The District requires bidder have a knowledge and experience in fresh produce for school program(s). The amount of dollars spent by the District for the purchase of fresh produce for the FY 14/15 was approximately \$ 1,022,644.

The term of this **RFP is one (1) year from School Board approval and then renewable for two (2) one (1) year terms** at the discretion of the District.

The District is seeking only one vendor for each group. Bidders may bid on both category groups. Award of this RFP will be based on lowest total cost for each group.

Partial bids or bids listing items as special order will not be accepted; such bids will be considered as non-responsive.

RFP's must be submitted to the Sacramento City Unified School District, Purchasing Services Department, 3051 Redding Avenue, Sacramento, CA 95820 prior to 10:01 a.m., Thursday, July 23, 2015.

Submit one (1) unbound original signature and three (3) bound copies; failure to provide may deem your bid non-responsive.

All questions regarding this RFP must be submitted by July 16, 2015 at 5:00 p.m. Send all questions to dan-sanchez@scusd.edu; reference bid number in subject. No questions will be answered after the above listed date and time; telephone and fax questions will not be answered.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

Vendor Name _____

Produce Specifications and Conditions

All grades refer to USDA Standards unless otherwise specified.

GENERAL INFORMATION

All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking, and labeling. All prepared products must be prepared without the use of sulfating agents. In accordance with "Buy America, "Buy California," every effort will be made to provide first Locally grown (400 miles), then California grown, then American grown produce. If California or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

Preference will be given to vendors subscribing to the Produce Marketing Association Code of Ethics. Produce certified free from pesticide residues is preferred when available and competitively priced.

PACKING

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, and food grade plastic bags. All prepared items are required to carry legible, open code dating on each bag, to indicate expiration date of item.

Partial cases of produce are to be packed in appropriate containers to arrive in a firm, unblemished state.

Cases and packages shall be so constructed as to insure safe and sanitary transportation to point of delivery. Damaged cases may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for produce or freight.

PRICING

Pre-cut value added produce and whole fresh fruits account for the majority of Nutrition Services produce purchases; because of market fluctuations and budget uncertainties, vendor must give fixed year-round firm pricing of these products: Broccoli Florets, Baby Carrots, Chopped Romaine.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

All vendors are to utilize a percentage markup over the USDA San Francisco high market quote for this RFP. All whole case fruits and vegetables should be quoted off this pricing structure and a copy of the San Francisco quote used must accompany this quotation.

ORDERING

Nutrition Services Department will place orders on Tuesday's for Monday deliveries for 55 Elementary sites. Contractor must allow for minor order adjustments to be submitted on Friday before Monday delivery. The District reserves the right to add, remove or delete product based on school needs.

21 Secondary sites will place orders directly with Contractor on Wednesdays for Tuesday delivery.

Only vendors with no minimum order requirements will be considered for award.

DELIVERY

The District reserves the right to make additions to, or deletions from, the lists of cafeterias to be served at any time during the period of the contract, and revise delivery times as required. A current District cafeteria list will be provided to the Contractor awarded this RFP.

Awarded vendor(s) will be required to make direct deliveries on Monday's for 56 elementary sites; awarded vendor for Secondary Sites will also deliver to the District Warehouse and Supper/Summer Kitchen for a total of 21 sites. Nineteen (19) Secondary sites will place orders directly the awarded vendor on Wednesday's for Tuesday delivery. One (1) site will order on Tuesday for Friday delivery.

Some sites may require 2 day per week deliveries due to storage limitations or volume purchases. All deliveries shall occur during the hours that the sites are open. Dark drops will not be accepted. If there is a Monday holiday, deliveries will occur on Tuesdays for 55 elementary sites. For emergency orders, the Contractor will be required to make direct deliveries to various cafeterias or other locations as requested by the District Nutrition Services Department.

District Warehouse and CB Wire Supper/Kitchen order produce as needed and deliveries can occur any day of the week. Orders are placed 1 to 2 weeks in advance.

Produce must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

- | | | |
|--|-----|----|
| 1. Are delivery trucks refrigerated? | Yes | No |
| 2. Are delivery trucks clearly identified? | Yes | No |

Deliveries are to be made no earlier than 6:30 a.m. and not later than 11:00 a.m. All deliveries must be accompanied by a computerized delivery receipt in duplicate. Receipt is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Delivery receipt will be signed only after inspections of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or past peak ripeness.

AGREEMENT

The District reserves the right to terminate this Agreement for default or for its convenience. If the agreement is terminated for convenience, the contractor shall only be paid for services and products rendered to the date of termination.

SUBSTITUTIONS

Substitutions in quality or quantity shall receive prior approval from the District Nutrition Services Department in order to qualify for payment. If substitution is unavoidable due to market conditions, Contractor shall offer equivalent item with District approval at no additional cost to the District for produce or freight.

PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the necessary products and services required under this agreement. Bidders are required to submit an attachment listing their currently serviced school districts. The list shall include district name, food service director's name and phone number. Bidders may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Service is a factor in the award of this quote. A vendor's recent delivery and performance under any previous or existing contract will be examined. Poor performance or references of current or past customers may be cause for disqualifying a bidder for any section or item in this quote.

COMMITMENT TO SCHOOL FOOD SERVICE

**Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701**

As food safety is a major concern in our schools, submit with this bid your Good Agricultural Practices (GAPs) documentation of food safety and sanitation program.

Bidder must have food service sales specialist that will be able to work directly with district personnel on a weekly basis to assist with product ordering, selection and availability. This person should have at least 2 years' experience in the wholesale produce business selling to K-12 schools. They must demonstrate a commitment to child nutrition and fully understand fruits and vegetables and their equivalents to serving size. Special consideration will be made if the vendor specialist is actively involved in CSNA, NCSFSA, PMA, PBHF and any legislative activities benefiting child nutrition. Also, special consideration will be made the vendor is a licensed "5 day" distributor. (Bidder must enclose certificate of compliance.)

PROMOTIONAL ACTIVITIES

Bidder should demonstrate the past school promotions and activities and be able to verify them to the District through pictures and /or literature. Additionally, SCUSD conducts a variety of fresh fruit and vegetables promotions such as 5-A-Day, Taste of California, ABC food bars, harvest of the month, or require donations for school lead healthy activities or fundraisers. The produce vendor will need to provide staff time, costumes, educational materials, product donations, & display materials on a request basis for these endeavors. Please indicate your financial commitment to these endeavors.

Staff Time	_____
Education Materials	_____
Product Donations	_____
Display Materials	_____

REPORTS

Successful vendor will be required to provide to Nutritional Services a computer generated sales analysis report on a request basis. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost. Please include a sample report.

DISTRIBUTOR QUALIFICATIONS

The successful bidder must furnish to the District a certificate of insurance with a minimum of \$1,000,000 general liability coverage and list the District as additional insured.

Bidder must be AIB certified and maintain a rating of at least 95% to qualify for bid. Enclose the most recent audit and certificate.

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

Bidder must have a documented Hazard Analysis Critical Control Program (HACCP) including product recall. Enclose complete copy of program.

CRITERIA FOR AWARD

Purchasing Services will evaluate each bid and select the bid that best meets the needs of the District. The District reserves the right to award to the vendor that in the sole judgment of the District, best accomplishes the desired results.

Bid evaluation/recommendation will be based on, but not limited to the following criteria (Be sure these are addressed in the bid):

Cost	45 %
Capability of Supplying Product	25 %
Experience and Past Performance	15 %
Customer Service	15 %
Total	100%

REFERENCES

Submit three (3) references from current school district of similar size in which you are providing services.

Company Name	Address	City	Phone Number
--------------	---------	------	--------------

Company Name	Address	City	Phone Number
--------------	---------	------	--------------

Company Name	Address	City	Phone Number
--------------	---------	------	--------------

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

Price Sheet

Vendor Name _____

Please indicate ____% mark up over USDA San Francisco high quote report
 CURRENT MARKET PRICE PER SPECIFICATIONS

Fresh Produce - Elementary School Usage

Item	Description	Pack Size	Usage	Unit Cost	Extended Cost
1	Apple Gala	163 ct	798		
2	Apple Fuji	163 ct	25		
3	Apple Fuji-sliced	10/3# bulk	499		
4	Banana, Greentip	40#	657		
5	Broccoli Florets	3# bag	4,146		
6	Carrots, Baby Peeled	5# bag	7,964		
7	Carrots, Matchstick	5# bag	793		
8	Cucumber, Sliced	5# tray	2,494		
9	Grapes, Red Bagged	100/3oz	874		
10	Jicama Stick	2" 5# bag	946		
11	Kiwi	20#	195		
12	Lettuce, Shredded	5# bag	1,056		
13	Lettuce, Romaine Chp	2# bag	3,845		
14	Lettuce, Romaine Chp	6/2#	2,508		
15	Lettuce, Romaine Spring	4/2#	159		
16	Mesclun	3# bag	1,637		
17	Oranges	88 ct	4,269		
18	Pea, Sugar Snap	5# split	326		

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

19	Salsa Mix (Pico de Gallo)	5#	1,406		
20	Strawberries	8 ct	6,336		
21	Tangerine	25#	296		
22	Tomato, Cherry	12 ct	602		
				Total Cost	

Fresh Produce - Secondary School Usage

Item	Description	Pack Size	Usage	Unit Cost	Extended Cost
1	Apple Gala	163 ct	1,232		
2	Apple Fuji	163 ct	25		
3	Apple Fuji-sliced	10/3# bulk	82		
4	Apple Fuji-sliced	200/2 oz	277		
5	Banana, Greentip	40#	539		
6	Broccoli Florets	3# bag	1,882		
7	Cabbage, Shredded	5# bag	323		
8	Carrots, Baby Peeled	5# bag	975		
9	Carrots, Matchstick	5# bag	803		
10	Carrots, Mini Peeled	100/3oz	1,398		
11	Carrots, Shredded	5# bag	162		
12	Celery Sticks	4" 5# bag	275		
13	Cucumber	5# split	870		

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

14	Fruit Mix	3 gal	22		
15	Grapes, Red Bagged	100/3oz	208		
16	Grapes, Red	16-18#	8		
17	Jicama Stick	2" 5# bag	109		
18	Kiwi	20#	39		
19	Lettuce, Grn Leaf Fillets	10#	1,821		
20	Lettuce, Shredded	5# bag	2,307		
21	Lettuce, Romaine Chp	2# bag	458		
22	Lettuce, Romaine Chp	6/2#	1,104		
23	Melon, Cantaloupe	5# tray	67		
24	Melon, Watermelon Cube	5# tray	46		
25	Mesclun	3# bag	654		
26	Nectarines, 70 size	Vol Fill	40		
27	Onion, Yellow Jumbo	5# split	219		
28	Onion, Yellow Jumbo	50#	33		
29	Oranges	88 ct	1,085		
30	Pea, Snow	5# split	42		
31	Pea, Snow	10#	64		
32	Pea, Sugar Snap	5# split	169		
33	Pea, Sugar Snap	10#	93		
34	Peach, 50 size	Vol Fill	5		
35	Pineapple, Chunk	5#	7		
36	Salsa Mix (Pico de Gallo)	5#	223		

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

37	Strawberries	8 ct	238	\$24.02	\$5,712.95
38	Tangerine	25#	213	\$31.80	\$6,778.00
39	Tomato, Cherry	12 ct	102	\$18.30	\$1,862.35
				Total Cost	

PLEASE PRINT

Prepared By _____ Date _____

Vendor _____

Address _____ City _____ ST _____

Phone Number _____ Fax Number _____

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

School Locations

Elementary Schools	Address	Zip
A. M. Winn Elementary School	3351 Explorer Drive	95827
Abraham Lincoln Elementary School	3324 Glenmoor Drive	95827
Alice Birney Waldorf Inspired	6251 13th Street	95831
Bowling Green McCoy Academy	4211 Turnbridge Drive	95823
Bret Harte	2751 - 9th Avenue	95818
Caleb Greenwood - K-8	5457 Carlson Drive	95819
Camellia Basic	6600 Cougar Drive	95828
California Montessori Project	2635 Chestnut Hill Drive	95826
Caroline Wenzel	6870 Greenhaven Drive	95831
Cesar E. Chavez	7500 - 32nd Street	95822
Crocker/Riverside	2970 Riverside Boulevard	95818
David Lubin	3535 - M Street	95816
Earl Warren	5420 Lowell Street	95820
Edward Kemble	7495 - 29th Street	95822
Elder Creek	7934 Lemon Hill Avenue	95824
Ethel I. Baker	5717 Laurine Way	95824
Ethel Phillips	2930 - 21st Avenue	95820
Father Keith B. Kenny	3525 Martin L. King Jr. Blvd	95817
Genevieve F. Didion K-8	6490 Harmon Drive	95831
Golden Empire	9045 Canberra Drive	95826
H.W. Harkness	2147 54 th Avenue	95822
Hollywood Park	4915 Harte Way	95822
Hubert H. Bancroft	2929 Belmar Street	95826
Isador Cohen	9025 Salmon Falls Drive	95826
James W. Marshall	9525 Goethe Road	95827
John Bidwell	1730 65 th Avenue	95822
John Cabrillo	1141 Seamas Avenue	95822
John D. Sloat	7525 Candlewood Way	95822
John H. Still Elementary	2200 John Still Drive	95832
John H. Still Elementary	2250 John Still Drive	95832
John Morse Therapeutic Center	1901 60 th Avenue	95822
Joseph Bonnheim	7300 Marin Avenue	95820
Leonardo da Vinci K-8	4701 Joaquin Way	95822
Leataata Floyd Elementary	401 McClatchy Way	95818
Language Academy	2850 49 th Street	95817
Mark Twain/West Campus High School	5022 58 th Street	95820
Martin Luther King Jr. - K-8	480 Little River Way	95831
Matsuyama	7680 Windbridge Drive	95831
Nicholas	6601 Steiner Drive	95823

Sacramento City Unified School District
 Nutritional Services, Fresh Produce
 Request for Proposal (RFP) 150701

O.W. Erlewine	2441 Stansberry Way	95826
Oak Ridge	4501 Martin L. King Jr. Blvd	95820
Pacific	6201 - 41st Street	95824
Parkway	4720 Forest Parkway	95823
Peter Burnett	6032 - 36th Avenue	95824
Phoebe A. Hearst Basic	1410 - 60th Street	95819
Pony Express	1250 - 56th Avenue	95831
Sequoia	3333 Rosemont Drive	95826
Susan B. Anthony	7864 Detroit Boulevard	95832
Sutterville	4967 Monterey Way	95822
Sol Aureus College Preparatory	6620 Gloria Drive	95831
Tahoe	3110 60 th Street	95820
Theodore Judah	3919 McKinley Boulevard	95819
Rosa Parks (K-8)	2250 68 th Avenue	95822
William Land	2120 12 th Street	95818
Woodbine	2500 52 nd Avenue	95822
Yav Pem Suab Academy	7555 S. Land Park Drive	95831
Middle Schools	Address	Zip
Albert Einstein Middle	9325 Mirandy Drive	95826
California Middle	1600 Vallejo Way	95818
CB Wire Supper / Summer Kitchen	5100 El Paraiso Ave	95824
Central Warehouse	3051 Redding Ave	95820
Fern Bacon Basic Middle	4140 Cuny Avenue	95823
Kit Carson Middle	5301 N Street	95819
Sam Brannan Middle	5301 Elmer Way	95822
Sutter Middle	3150 - I Street	95816
Will C. Wood	6201 Lemon Hill Avenue	95824
High Schools	Address	Zip
American Legion	3801 Broadway	95817
Arthur A. Benjamin Health Professions High School	451 McClatchy Way	95818
A Warren McClasky Adult School	5241 J Street	95819
C.K. McClatchy High	3066 Freeport Blvd	95818
George Washington Carver School of Arts and Science (Charter School)	10101 Systems Parkway	95827
Hiram W. Johnson High	6879 - 14th Avenue	95820
John F. Kennedy High	6715 Gloria Drive	95831
Luther Burbank High	3500 Florin Road	95823
Rosemont	9594 Kiefer Blvd	95827

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

Sacramento New Technology High School (Charter School)	1400 Dickson Street	95822
School of Engineering and Sciences	7345 Gloria Drive	95831
The Met Sacramento (Charter School)	810 V Street	95818

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

Sacramento City Unified School District
Nutritional Services, Fresh Produce
Request for Proposal (RFP) 150701

Authorized Vendor Signature
Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone Number	Fax Number
-----------	------------------	------------

Federal Tax Id Number