



RFP # 22-0501

(Request for Proposal)

Fresh Produce



**Sacramento City Unified School District
Purchasing Services
5735 47th Ave.
Sacramento, California 95824
(916) 643-9460**



**Sacramento City Unified School District
Purchasing Services**

5735 47th Ave,
Sacramento, CA 95824
T: 916/643-9460 * F: 916/399-2021

Bidder Information Sheet

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

Attention: Dan Sanchez, Purchasing Manager II

Email: Purchasing@scusd.edu

Re: RFP # 22-0501 – Fresh Produce

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to scan the following information 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: _____

NOTICE TO BIDDERS

Request for Proposal (RFP) # 22-0501

The Sacramento City Unified School District is requesting bids from suppliers of **Fresh Produce** to provide service to the District's schools for the CACFP, NSLP & Summer Meal Programs. The District requires bidders have knowledge and experience in fresh produce for school programs. The District's approximate expensed amount for fresh produce in **SY21-22: \$1,280,000.00**

The **term of contract shall be one year with the option of two additional one-year extensions, for a total of three years;** at the discretion of the District.

The District is seeking only ONE vendor.

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

RFPs must be received prior to **1:00 P.M., on May 24, 2022**. RFPs must be enclosed in a sealed envelope, marked with the RFP number and title, and submitted to Sacramento City Unified School District, Purchasing Services, 5735 47th Ave., Sacramento, CA 95824.

Submit one (1) unbound original signature and two (2) bound copy; failure to provide the three required copies may deem your bid non-responsive.

RFPs received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies or scanned proposals will not be accepted. **All questions must be submitted by May 18, 2022 to: Purchasing@scusd.edu no questions will be considered after this date. When submitting question include RFP number / Title.**

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 the **Sacramento City Unified School District website: www.scusd.edu/Purchasing-Services**. Refer any questions to: **Dan Sanchez, e-mail: Purchasing@Scusd.EDU or Telephone: 916-643-9465**

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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

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT GENERAL TERMS AND CONDITIONS

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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).
- 6. INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall

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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.

7. BUY AMERICAN PROVISION - In compliance with 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. 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. Exceptions to the Buy American Provision will be used as a last resort, and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

8. MISCELLANEOUS PROVISIONS:

A. Program Regulations - The VENDOR shall be in conformance with the applicable portions of The District's agreement under the program. The VENDOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The VENDOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The VENDOR's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

B. Affordable Care Act - The VENDOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111- 148 and the Health Care and Education Reconciliation Act, Public Law 111- 152 (collectively the Affordable Care Act "ACA"). The VENDOR shall bear sole responsibility for providing health care benefits for its employees who provide services to The District as required by State or Federal law.

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C. Disclosure of Lobbying Activities - Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the VENDOR must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 (Only applies to contracts over \$100,000)

D. Certification Regarding Lobbying - Pursuant to 31 USC 1352, the Vendor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions. {Only applies to contracts over \$100,000}

E. Certificate of Independent Price Determination - The Vendor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

F. Civil Rights Compliance - In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English to file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632- 9992. Submit your completed form or letter to USDA by: (1) mail:

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690- 7442; or (3) email: program.intake@usda.gov.

G. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation - The VENDOR will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

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H. Contract Work Hours and Safety Standard Act - The VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$2,500}

I. Debarment, Suspension, Ineligibility and Voluntary Exclusion - By signing the Offer & Award form, the VENDOR shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The VENDOR shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000 }

J. Energy Policy and Conservation Act - The VENDOR shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94- 163, 89 Stat. 871.)

K. Equal Employment Opportunity - The VENDOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. Record Keeping - The books and records of the VENDOR pertaining to operations under this Agreement shall be available to The District at any reasonable time. These records are subject to inspection or audit by representatives of The District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

M. 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.

N. 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.

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O. 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.

P. 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.

Q. 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.

R. 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.

S. Hold Harmless Clause - The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions 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, excepting only liability arising out of the sole negligence of the District.

T. 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.

U. 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.

V. 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.

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W. 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.

X. 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.

Y. 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.

Z. 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, 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.

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

BB. 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.

Produce Specifications and Special Instructions

(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 (within 250 miles of the Sacramento region), 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.

PACKING

All prepared vegetables are to be vacuum-packed in heavy duty, pinhole free, 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 ensure 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

1. All price quotations shall be **F.O.B. Destination**, freight included.
2. If during the contract period, there should be a decrease in prices of the bid items, a corresponding decrease in charged price shall be made to the District for as long as the lower prices are in effect. At no time shall the charged prices exceed the bid prices.

COMMITMENT TO SCHOOL FOOD SERVICE

1. Supplier must have produce specialist that will be able to work directly with the District’s Nutrition Services personnel on a weekly basis to assist with product sourcing, ordering, and availability. This person must understand the fruit and vegetable subgroup requirements in the National School Lunch and School Breakfast programs. They must have knowledge of USDA’s Food Buying Guide for fruit and vegetable equivalents to serving size. Upon award of bid, supplier shall keep sufficient stock of products to ensure prompt delivery and service schedule.

ORDERING

1. The District’s Nutrition Services dept. will submit electronically, an aggregate order to supplier, approx. one-week prior delivery for 79 school site locations via excel sheet. The District’s Nutrition Services dept. will submit electronically, any order adjustments to supplier no later than (2) business days’ prior delivery.
2. As needed, the District’s Nutrition Services dept. will submit an order (with appropriate lead time) for The Central Kitchen or Serna Bistro, to be delivered direct to site or to the District’s Central Warehouse.
3. It shall be the awarded suppliers responsibility to enter each site order as required from the District’s Nutrition Services dept. submitted aggregate excel sheet.
4. Only suppliers with no minimum order requirement will be considered for the contract.

SUBSTITUTIONS

1. Substitutions in quality or quantity shall receive prior approval from the District’s Nutrition Services department in order to qualify for payment. If substitution is unavoidable due to market conditions, Supplier shall offer equivalent item at no additional cost to the District.

DELIVERY

1. **Delivery** shall be on **Tuesday** for **ALL** sites from **7am-1pm**.
No weekend, holiday or dark drops allowed.
Confirm Tuesday Delivery: Yes_____
- If you are proposing a delivery day other than Tues, write in proposed day_____

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2. Most secondary sites only require (1) produce delivery per week but some high volume sites will require (2). The second delivery is preferred on **Friday, 7am-1pm**.
3. For emergency orders, the supplier may be required to make direct deliveries to various kitchens or other locations as requested by the District's Nutrition Services department. How quickly could an emergency order be delivered to a location?

4. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product.
5. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or past peak ripeness.
6. 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 Supplier.
 - How many total refrigerated delivery trucks are in your fleet? _____
 - How many trucks will be dedicated to SCUSD deliveries if awarded? _____
7. The awarded supplier must deliver direct to locations as specified and shall not contract deliveries to another company.
8. Timely delivery of all orders is expected to school sites and if unable to meet confirmed delivery schedule(s), as agreed upon, a grace period will be given to allow Supplier time to make necessary adjustments. If the Supplier is aware of any delivery delays, an email notification shall be sent to the District's Nutrition Services department at Hotline@scusd.edu
The District reserves the right to refuse a late delivery and will assume no financial obligation for refused delivery.

USDA Department of Defense (DoD) Fresh Fruit & Vegetable Program

1. The District's Nutrition Services department will participate and allocate **\$500,000** of entitlement funds to the USDA DoD Fresh Fruit & Vegetable Program for additional produce offerings to students for **SY22-23**. The District's Nutrition Services department may request awarded **supplier to be an authorized delivery location** of DoD fresh produce on behalf of the District. The fresh produce received from the

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DoD Program, shall be included with Supplier's regular orders, to be delivered to site locations on scheduled delivery day. If service is agreed by both parties, The District shall pay the Supplier a **Fee for Service per case**, which shall be charged via invoice and paid on bi-monthly/monthly statement.

2. If service is agreed by both parties, supplier shall be responsible for receiving, inspecting, and accepting DoD produce as it is delivered to supplier's facility. Noting shortages, overages, damages or spoilage on packing slip; sending signed receipts electronically to District's designated Nutrition Services staff.
3. Please state YES or NO, if this is a service that you are able to provide if awarded contract? _____

***Please state proposed Fee for Service per case: \$ _____**

INVOICES/STATEMENTS

1. Product shortages at the time of delivery will be noted on the delivery invoice and signed by the Supplier's driver and the invoice will be held for payment until the credit invoice is generated and delivered to District's designated Nutrition Services staff.
2. Product of bad quality or expired dates identified after time of delivery (within the same delivery week) will be reported and product replaced next day with quality product.
3. **The District shall pay from a bi-monthly/monthly statement**, provided electronically by the supplier in **excel format** to the District's Nutrition Services Procurement Manager, Robert Aldama / robert-aldama@scusd.edu. The statement shall list invoices and amounts for each site location, identified by name of site.
Please provide a sample copy of your statement upon submittal of RFP.
4. Supplier shall agree to **Net 30** payment terms from date electronic statement is received.
5. All deliveries must be accompanied by a computerized delivery receipt. Receipt is to include, for each item: item identification, unit price, price extension and total price of delivery.
6. Awarded supplier will be required to provide the District's Nutrition Services a computer generated sales analysis report by site on a request basis. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost.

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AGREEMENT

1. The District reserves the right to terminate this Agreement for default or for its convenience upon giving 30 days written notice. If the agreement is terminated for convenience, the Supplier shall only be paid for service and products rendered to the date of termination.
2. The District reserves the right to purchase produce items off contract utilizing other competitive procurement methods, directly from growers or other vendors when awarded Supplier cannot source product or to offer additional local variety produce for the District's Farm to School program.
3. The District reserves the right, during the term of the contract and upon giving 30 days written notice to Supplier, elect to only receive orders DIRECT from Supplier's warehouse to SCUSD warehouse, located at 3051 Redding Ave. Sacramento, CA. 95820.
4. The District reserves the right to add or remove products as needed, purchase more or less than estimated, add or remove sites as necessary throughout the term of this contract.

BUY AMERICAN

1. In accordance with "Buy America, Buy California" every effort will be made to provide first locally grown (250 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.
2. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and it processed in the United States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Exemptions to the Buy American provision are listed below:
 - When product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
 - Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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FOOD SAFETY

1. 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.
2. All prepared products must be prepared without the use of sulfating agents.
3. Produce certified free from pesticide residues is preferred when available.
4. Supplier must have a documented Hazard Analysis Critical Control Program (HACCP).
5. Product Recall- To ensure the safety of our students, awarded Supplier must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary.

Enclose a copy of your company’s product recall program with RFP.

DISTRIBUTOR QUALIFICATIONS

1. Supplier must provide Good Agricultural Practices (GAP) documentation of food safety and sanitation with this RFP.

PREVIOUS PERFORMANCE

1. Bidders are advised that the District reserves the right to reject a RFP from a Supplier that cannot demonstrate the ability to provide the necessary products and services required under this agreement.
2. Provide 3 references from school districts with like size to SCUSD.

Contact Person	School District	Email Address
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Contact Person	School District	Email Address
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Contact Person	School District	Email Address
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3. Service is a factor in the award of this quote. A Supplier's recent delivery and performance under any previous or existing contract will be examined in addition to the supplied 3 references. Poor performance or references may be cause for disqualifying a Supplier for any section or item in this quote.

METHOD OF AWARD

The district will award based on the following criteria:

Cost: 0-50 points maximum
Service: 0-45 points maximum
References: 0-40 points maximum

*135 possible points

Definition of Criteria

Cost: Cost will be determined by comparing same items and case pack on the itemized list provided. Lowest cost will be determined by total cost of all line items on RFP multiplied by total anticipated usage for each item. Highest points shall be given to the lowest responsible bidders.

Service: Service points shall be determined by ability to meet the needs of the District as outlined in the bid document. This will also be determined by the requested information/documentation submitted with RFP and most fits the goals of the District.

References: Suppliers capable of performing successfully under the terms and conditions of the contract will be considered for the award. This would include competent personnel with technical expertise, reliable transport, fulfilling orders accurately, timely and with consistent quality. Suppliers are expected to have demonstrated excellent customer service on all levels on a regular basis. Suppliers will have successfully supplied a variety of produce items for other like sized districts throughout previous or recent contracts.

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SCUSD PRODUCE PRICE SHEET (SITE TO SITE DELIVERY)

Line Item	Product Description	Unit	Approx. Annual Usage	Unit Cost	Extended Cost
1	Apple, Lunch Box No Stickers, 138 ct.	Cs	247		
2	Apple, Modi, 125 ct.	Cs	100		
3	Banana, Breaking	Cs	100		
4	Banana, Green Tip	Cs	3100		
5	Bell Pepper, Green, 5#	Cs	275		
6	Blueberry, 12/6 oz.	Cs	300		
7	Broccoli Florets, 3# bag	Ea	2800		
8	Carrot, Matchstick, 1/8" 5# bag	Ea	800		
9	Carrot, Baby Snack Pack, 100/2.6 oz.	Cs	1500		
10	Celery Sticks, 4" 5# bag	Ea	700		
11	Chili Sweet Mini Pepper, 12/16 oz.	Cs	325		
12	Chili, Jalapeno, Whole, 1# bag	Ea	50		
13	Coleslaw, 5# bag	Ea	160		
14	Cucumber, Sliced w/ Skin, 5# bag	Ea	300		
15	Grape, Red Lunch Bunch, 18-21#	Cs	400		
16	Grape, Red Snack Pack, 150/2.25 oz.	Cs	3000		
17	Green Onion, Clean, 2# bag	Ea	50		
18	Jicama Sticks, 4" 5# bag	Ea	320		
19	Kiwi, Gold V/F 108 ct.	Cs	200		
20	Kohlrabi Stick, 5# bag	Ea	320		
21	Lettuce, Green Leaf Fillets, 10#	Cs	320		
22	Lime, 5# bag	Ea	100		
23	Mandarin, 25#	Cs	320		
24	Nectarine, V/F Size 70, 25#	Cs	500		
25	Onion, Yellow, 5# bag	Ea	100		
26	Onion, Red, 5# bag	Ea	40		
27	Onion, Yellow Jumbo, 50# sack	Ea	25		
28	Orange, Navel Choice, 113 ct.	Cs	1000		
29	Orange, Valencia Choice, 88 ct.	Cs	320		
30	Orange, Cara Cara, 18#	Cs	2000		
31	Orange, Blood, 18#	Cs	1500		
32	Peach, V/F Size 70, 25#	Cs	400		
33	Pear, Lunchbox 135 ct.	Cs	1000		
34	Peas, Sugar Snap, 10#	Cs	200		
35	Persimmon, Fuyu Loose, 25#	Cs	800		
36	Pico de Gallo, 5# tray	Ea	1000		
37	Pineapple Cubes, 5# tray	Ea	1000		
38	Plum, Red V/F 22#	Cs	320		
39	Pluot, V/F 22#	Cs	320		
40	Raspberry, 12/6 oz.	Cs	400		
41	Romaine, Blend 3-way, 4/3#	CS	1500		
42	Romaine, Chopped, 2# bag	Ea	2600		
43	Romaine, Chopped, 6/2#	CS	1500		

Sacramento City Unified School District RFP 22-0501 – Fresh Produce

44	Shredded Lettuce, 5# bag	Ea	2000		
45	Strawberries, Extra Fancy, 8/1# Flat	Cs	1600		
46	Tomato, Large Loose, 5#	Ea	50		
47	Tomato, Cherry 12 pt.	Cs	160		
48	Tomato, Cherry Mixed Medley, 12 pt.	Cs	160		
49	Tomato, Grape 12 pt.	Cs	320		
50	Watermelon Chunks, 5# tray	Ea	1000		
51	Watermelon, Seedless	Cs	400		
52	Yam Stick, 4" 5# bag	Ea	320		

EXTENDED TOTAL: _____

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Sacramento City Unified School District RFP 22-0501 – Fresh Produce

SCUSD PRODUCE PRICE SHEET (DIRECT DELIVERY TO SCUSD WAREHOUSE)

Line Item	Product Description	Unit	Approx. Annual Usage	Unit Cost	Extended Cost
1	Apple, Lunch Box No Stickers, 138 ct.	Cs	247		
2	Apple, Modi, 125 ct.	Cs	100		
3	Banana, Breaking	Cs	100		
4	Banana, Green Tip	Cs	3100		
5	Bell Pepper, Green, 5#	Cs	275		
6	Blueberry, 12/6 oz.	Cs	300		
7	Broccoli Florets, 3# bag	Ea	2800		
8	Carrot, Matchstick, 1/8" 5# bag	Ea	800		
9	Carrot, Baby Snack Pack, 100/2.6 oz.	Cs	1500		
10	Celery Sticks, 4" 5# bag	Ea	700		
11	Chili Sweet Mini Pepper, 12/16 oz.	Cs	325		
12	Chili, Jalapeno, Whole, 1# bag	Ea	50		
13	Coleslaw, 5# bag	Ea	160		
14	Cucumber, Sliced w/ Skin, 5# bag	Ea	300		
15	Grape, Red Lunch Bunch, 18-21#	Cs	400		
16	Grape, Red Snack Pack, 150/2.25 oz.	Cs	3000		
17	Green Onion, Clean, 2# bag	Ea	50		
18	Jicama Sticks, 4" 5# bag	Ea	320		
19	Kiwi, Gold V/F 108 ct.	Cs	200		
20	Kohlrabi Stick, 5# bag	Ea	320		
21	Lettuce, Green Leaf Fillets, 10#	Cs	320		
22	Lime, 5# bag	Ea	100		
23	Mandarin, 25#	Cs	320		
24	Nectarine, V/F Size 70, 25#	Cs	500		
25	Onion, Yellow, 5# bag	Ea	100		
26	Onion, Red, 5# bag	Ea	40		
27	Onion, Yellow Jumbo, 50# sack	Ea	25		
28	Orange, Navel Choice, 113 ct.	Cs	1000		
29	Orange, Valencia Choice, 88 ct.	Cs	320		
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36	Pico de Gallo, 5# tray	Ea	1000		
37	Pineapple Cubes, 5# tray	Ea	1000		
38	Plum, Red V/F 22#	Cs	320		
39	Pluot, V/F 22#	Cs	320		
40	Raspberry, 12/6 oz.	Cs	400		
41	Romaine, Blend 3-way, 4/3#	CS	1500		
42	Romaine, Chopped, 2# bag	Ea	2600		
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Sacramento City Unified School District RFP 22-0501 – Fresh Produce

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49	Tomato, Grape 12 pt.	Cs	320		
50	Watermelon Chunks, 5# tray	Ea	1000		
51	Watermelon, Seedless	Cs	400		
52	Yam Stick, 4" 5# bag	Ea	320		

EXTENDED TOTAL: _____

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Sacramento City Unified School District RFP 22-0501 – Fresh Produce

SCUSD DELIVERY SITE 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
Capitol Collegiate	2118 Meadowview Rd	95832
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
Growth Public School	9320 Tech Center 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 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
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

Sacramento City Unified School District RFP 22-0501 – Fresh Produce

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
Washington Elementary	520 18 th Street	95811
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
Fern Bacon Basic Middle	4140 Cuny Avenue	95823
John Still Middle	2250 John Still Drive	95832
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 McClaskey Adult School	5241 J Street	95819
C.K. McClatchy High	3066 Freeport Blvd	95818
George Washington Carver School of Arts and Science	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 New Technology High School	1400 Dickson Street	95822
School of Engineering and Sciences	7345 Gloria Drive	95831
The Met Sacramento	810 V Street	95818
Sites	Address	
Serna Center Bistro	5735 47 th Avenue	95824
SCUSD Central Warehouse	3051 Redding Avenue	95820
The Central Kitchen	3101 Redding Avenue	95820

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

(Public Contract Code Section 7106)

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

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