



## **REQUEST FOR PROPOSALS (RFP)**

**#25-26810P**

**Nutrition Services**

**Fresh Produce Distribution RFP**

**Sacramento City Unified School District  
Purchasing Services  
5735 47<sup>th</sup> Avenue  
Sacramento, California 95824  
(916)643-9460**

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## **Bidder's Information Sheet**

Sacramento City Unified School District Bids/Proposals are available on-line at  
<https://www.scusd.edu/purchasing-bidrfprfq-announcements>

**If you downloaded this bid from our website, you are required to email this sheet back to be added to our Bidders list to receive Addenda to this Bid.**

Attention: Melanie Gutierrez, Buyer III Purchasing Services

Email: [melanie@scusd.edu](mailto:melanie@scusd.edu)

Re: RFP #25-26810P – Fresh Produce Distribution

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email: \_\_\_\_\_

If you have any questions regarding the instructions of this Bid, please email:  
Robert Aldama, Purchasing Manager II  
[Robert-aldama@scusd.edu](mailto:Robert-aldama@scusd.edu)

# **NOTICE TO BIDDERS**

## **RFP #25-26810P**

The **Sacramento City Unified School District** (District) is requesting proposals from suppliers of **Fresh Produce** to provide service to the District's 80 schools, the District's Serna Center, the District's Central Kitchen and the District's distribution warehouse. The District requires Bidders to have knowledge and experience in fresh produce for school meal programs. The District's expenses amount for fresh produce in the 2024-25 school year will be approximately \$2,120,500.00. The District is seeking only one vendor for fresh produce services.

Proposals must be received prior to **10:00 a.m., on May 09, 2025**. RFPs must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 5735 47th Avenue, Sacramento, CA 95824

Proposals received later than the designated time and specified date will be considered un-Responsive. 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. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to this RFP. The District also reserves the right to waive any informalities or irregularities in received submittals. All Bidders will be responsible for obtaining any addendums or revisions to the RFP, which will be posted in the same manner as this RFP.

Copies of the RFP documents may be obtained from **Sacramento City Unified School District, Purchasing Services, 5735 47th Avenue, Sacramento, CA 95824** or by going to <http://www.scusd.edu/purchasing-services> and downloading the proposal.

Refer any questions to: [melanie@scusd.edu](mailto:melanie@scusd.edu) or call Melanie Gutierrez, Buyer III at **916-643-9464**.

# **BIDDER'S CHECKLIST**

## **Bidder Name:**

Submit this Bidders Checklist with your bid documents. Failure to submit this checklist at bid opening may deem your bid as Non-Responsive.

### **Required items:**

Bidder's Information Sheet

Bidder's Checklist (this form)

Special Terms and Conditions

Bid Protest Procedures

References

Special Terms and Conditions Answers to Questions pages 17-21

Sample Monthly Statement in Excel

Copy of GAP Certification

Product Bid / Price Sheets

Workers Compensation

Fingerprinting

Non-Collusion Declaration

Bidder's Statement Regarding Insurance

Piggyback Clause

Certification Regarding Lobbying

Suspension and Debarment Certification

Equal Opportunity Employment Certification

Authorized Bidder Signature

## GENERAL TERMS AND CONDITIONS

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

**BIDs/Proposals** - To receive consideration, bids/proposals shall be made in accordance with the following terms and conditions:

**Deadline for Receipt of BIDs** – Bids will be received prior to **10:00 A.M. on May 09, 2025**. Envelopes containing a response must be sealed, prominently marked with the RFP number, RFP title, and submitted to:

**Sacramento City Unified School District  
Purchasing Services  
5735 47th Avenue, Sacramento, CA 95824  
Attn: Melanie Gutierrez**

**Bids/Proposals**: To receive consideration, Bids/Proposals shall be made in accordance with the following terms and conditions: This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Documents.

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” means a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid and “Responsive” means 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 legal entity 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 submitted without the District’s consent or Bidder’s recourse to Public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT** – 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. 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 Bidder 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, State Use Tax will be paid to out-of-state Bidders 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, as school districts are exempt therefrom. The District, upon request, shall furnish the Bidder 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.
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, the Bidder 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 contract. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample (if any is provided) or the sample furnished by the Bidder(s) and accepted by the District (if any is provided). 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 the District's needs. The needs of the District may be substantially more or less than such 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 purchase 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.
- 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 non-Responsive 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** –The Bidder(s) agree(s) that this Request for Bids, and all of its components and related certificates, including without limitation the bid form, shall be deemed to be incorporated into the contract.
- 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 contract number shall appear on all cases and packages.
- 20. MATERIAL SAFETY DATA SHEETS** – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery for all products requiring a Material Safety Data Sheet.
- 21. DEFAULT BY CONTRACTOR** – The District shall hold the successful Bidders(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein or in the contract. 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 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 them and the District 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 is 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 Board of Education 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 City Unified School District, Accounting Services Department, 5735 47<sup>th</sup> Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same legal entity 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.

**24. REQUIRED FEDERAL, STATE AND OTHER PROVISIONS**

**A. BUY AMERICAN PROVISION** – In compliance with Sections 4300 to 4305 of the California Government Code and 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. The successful Bidder shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantial” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Per California Senate Bill 490 exceptions include:

- i. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product
- ii. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
- iii. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the District.

To be considered for the alternative or exception, the request must be submitted in writing to SCUSD Nutrition Services in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If

price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

Once the exception request is received, a Nutrition Services designee will determine the type of exception, and complete the appropriate documentation to keep on file for three years as required by the California Department of Education. Types of exceptions include:

- Annual: Can only be used for the following seven commodities: bananas, canned mandarin oranges, pineapple, jicama, olives, canned tuna, and mangos.
- Seasonal: Can be used in situations when commodities are not available seasonally
- One-Time: Can be used for commodities or processed products in circumstances when the use of domestic foods is truly not practicable.

Per California Food and Agriculture Code (FAC), Section 58595(c), the District is required to accept a bid or price for agricultural food products when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food product produced outside the state.
2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

Additionally, the Buy American provision applies to all processed end products through the use of U.S. Department of Agriculture (USDA) Foods. The successful Bidder must be able to provide documentation to the District that processed end products containing USDA Foods meet the 51% requirement, by weight or volume. 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 they are considered domestic products from territories of the United States. In compliance with Government 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 the 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.

## **B. Program Regulations**

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

## **C. Affordable Care Act**

The successful Bidder 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 successful Bidder 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.

**D. Disclosure of Lobbying Activities**

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the successful Bidder 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*)

**E. Certification Regarding Lobbying**

Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the successful Bidder must submit the attached 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.

**F. Certificate of Independent Price Determination**

The successful Bidder admits that all prices in their Bid Form 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.

**G. Equal Employment Opportunity**

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

Bidders shall submit the attached certification and 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)

**H. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation**

The successful Bidder 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 United States Environmental Protection Agency ("EPA") List of Violating Facilities. The District will report all violations to California Department of Environmental Quality and to the EPA Assistant Administrator for Enforcement. (Only applies to contracts over \$100,000)

**I. Contract Work Hours and Safety Standard Act**

The successful Bidder 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)*

**J. Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Pursuant to the attached certification, the successful Bidder 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 successful Bidder 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. c

**K. Energy Policy and Conservation Act**

The successful Bidder 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.)

**L. Record Keeping**

The books and records of the successful Bidder pertaining to operations under the contract 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 successful Bidder shall comply with all record retention requirements detailed in 2 CFR § 200.334 and 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).

**25. MISCELLANEOUS PROVISIONS**

**A. Assignment of Contracts**

The successful Bidder 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**

The contract shall inure to the benefit of and shall be binding upon the successful Bidder(s) and the District and their respective successors and assigns.

**C. Severability**

If any provisions of the contract 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 the contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**E. Entire Agreement**

The Contract Documents constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Contract Documents. Bidder, by the execution of their signature on the bid form acknowledges that they have 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. Indemnification**

The successful Bidder agrees to indemnify, defend and hold harmless Sacramento City Unified School District, and 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, or its officers, agents, and employees may sustain or inure 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 to the extent arising out of the sole negligence of the District.

The successful Bidder shall indemnify, defend, and hold Sacramento City Unified School District, and its governing board, related divisions and entities, officers, agents, and employees harmless and free from liability of any nature or kind on account of use or infringement (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted

composition, secret process, patented invention, article or appliance furnished or used under this bid.

**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 their 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 agreement between the District and the Bidder(s) includes the following: This RFP, the bid form, the contract and all attachments thereto (collectively, "Contract Documents") 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 their signature on the bid form that they are 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 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 them.

**O. Termination Without Cause**

The contract may be terminated by the District upon giving thirty days' advance written notice to the successful Bidder(s) of an intention to terminate.

**P. Product Shortages**

If a 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 successful Bidder listed on the original contract.

**Q. Cancellation for insufficient or non-appropriated funds or USDA food products.** The successful Bidder agrees and acknowledges that monies utilized by the District to purchase the listed items is public money appropriated by the United States Department of Agriculture and State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this solicitation at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds and/or lack of availability of USDA food products.

**R. Conflict of Interest.** The successful Bidder shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

[Remainder of page intentionally blank]



**Bidder Name:** \_\_\_\_\_

## **SPECIAL TERMS AND CONDITIONS**

Sacramento City Unified School District (SCUSD or the District) is seeking proposal for Fresh Produce distribution pricing for items delivered to the District's 80 schools, Serna Center, the District's Central Kitchen and distribution warehouse. SCUSD serves over 45,000 meals per day in a variety of programs including breakfast, lunch, supper, after school snack, preschool, and summer meals. All of SCUSD's 80 schools qualify for Community Eligibility Provision with students eating meals at no charge, based on student demographic income data.

The District's Nutrition Services Department has aligned with the City of Sacramento's Farm to Fork initiatives sourcing local items and local ingredients wherever possible which sustains the local economy, reducing the carbon footprint and improving food quality. The mission for Nutrition Services is the following: "Every student, regardless of income, deserves a freshly prepared meal while at school". To align with this mission 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.

**This bid will be a one (1) year bid award with the possibility of two (2) one (1) year extensions from the date of Board award.**

### **RFP SCHEDULE**

<b>DATE</b>	<b>ACTION ITEM</b>	<b>TIME</b>
<b>Apr. 09, 2025</b>	<b>Release RFP #25-26810P</b>	
<b>Apr. 25, 2025</b>	<b>Deadline to submit written questions to District. Email questions to <a href="mailto:Melanie@scusd.edu">Melanie@scusd.edu</a></b>	<b>5:00 pm</b>
<b>Apr. 30, 2025</b>	<b>Deadline for District to post response to questions via Addendum at: <a href="https://www.scusd.edu/purchasing-bidrfprfq-announcements">https://www.scusd.edu/purchasing-bidrfprfq-announcements</a></b>	<b>5:00 pm</b>
<b>May 09, 2025</b>	<b>Proposal Due for RFP #25-26810P at SCUSD 5735 47<sup>th</sup> Ave. Sacramento, CA. 95824</b>	<b>10:00 am</b>
<b>May 19, 2025</b>	<b>Notice of Intent to Award (Approx.)</b>	
<b>June 06, 2025</b>	<b>Anticipated Board Meeting to approve recommended contract award</b>	

**The District reserves the right to change the dates on the schedule without prior notice. Respondent is responsible for regularly checking the District's website for updates.**

1. Pricing: **SEE PRODUCT BID/PRICE SHEET “APPENDIX A”**

- All price quotations shall be F.O.B Destination, freight included.
- At no time shall the charged prices exceed the bid prices.
- Any request for price increase must be submitted thirty (30) days prior to term of contract. Bidder must submit all supporting documentation. The District reserves the right to accept or deny any increase to price.
- Quote on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on quote form by the District. In case of error, unit prices will govern and extensions will be corrected.

2. Bidder 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. The specialist must ensure products sold to the District are either 100% of domestic origin or notify the District if product requested is non-domestic due to lack of availability of domestically grown. This person must also understand the fruit and vegetable subgroup requirements in the USDA federal meal programs. They must have knowledge of USDA’s Food Buying Guide for fruit and vegetable equivalents to serving size.

3. 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.

4. Ordering:

- A full catalogue list of all produce items (including case pack and pricing) indicating a list of locally available produce (250 miles), California availability, and products of domestic origin will be provided to the District monthly. If domestic produce items are not available and imported produce is offered, this must be clearly identified to the District on this report.
- The District’s Nutrition Services Department will submit electronically, an aggregate estimated order to successful Bidder (by school site), approximately one-week prior to delivery for 80 school sites via excel sheet. The District’s Nutrition Services Department will submit order adjustments electronically to successful Bidder no later than (2) business days’ prior to delivery.
- It shall be the awarded Bidder’s responsibility to enter each sites’ order into the Bidder’s ordering system.
- As needed, the District’s Nutrition Services Department 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.
- Only Bidders with no minimum order requirement will be considered for the contract.

5. Substitutions:

- 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, Bidder shall offer equivalent item at no additional cost to the District.

- Substitutions must be communicated to the District in advance with recommended available list of substitutions, list of sites impacted and total quantity of the substitution.

#### 6. Delivery:

- Delivery shall be Monday for **ALL** sites from **7am-1pm**
  - Monday delivery available: Yes/No \_\_\_\_\_
  - If no, propose an alternate delivery day \_\_\_\_\_
  - Do you have the ability to deliver to all school sites twice a week? Yes/No \_\_\_\_\_
    - If Yes, specify days of the week \_\_\_\_\_
- On Monday holidays, a Tuesday delivery will be required for all sites.
- No weekend, holiday or dark deliveries allowed.
- Most secondary sites only require (1) produce delivery per week but some high-volume sites will require (2). The second delivery is preferred on Thursday, **7am-1pm**.
- On rare occasion, emergency orders may be needed. The Bidder 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?  
\_\_\_\_\_
- Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality 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.
- 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 Bidder.
  1. How many total refrigerated delivery trucks are in your fleet? \_\_\_\_\_
  2. How many trucks will be dedicated to SCUSD deliveries if awarded? \_\_\_\_\_
- The awarded Bidder must deliver direct to locations as specified and shall not contract deliveries out to another company.
- Timely delivery of all orders is expected to school sites. If Bidder is unable to meet confirmed delivery schedule(s), as agreed upon, a grace period will be given to allow Bidder time to make necessary adjustments. If the Bidder is aware of any delivery delays, an email notification shall be sent to the District's Nutrition Services department at [Hotline@scusd.edu](mailto:Hotline@scusd.edu) by noon, the day of delivery, so that communication can be sent to impacted sites.
- The District reserves the right to refuse a late delivery and will assume no financial obligation for refused deliveries outside of the pre-determined window.

#### 7. Invoices/Statements:

- Product shortages at the time of delivery will be noted on the delivery invoice and signed by the Bidder'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.
- 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.

- **The District shall pay from a bi-monthly/monthly statement**, provided electronically by the Bidder in **excel format** to April Sandoval the District's Nutrition Services Program Technician at [April-Sandoval@scusd.edu](mailto:April-Sandoval@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 your proposal.
- Bidder shall agree to **Net 30** payment terms from date electronic statement is received.
- 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.
- Awarded Bidder 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.
- Monthly credit reports will be issued to the District that details site name, line item and price that credits were issued for.

## 8. Food Safety and Product Recall

- All Bidders 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 handing, processing, marking, and labeling.
- Bidder must provide Good Agricultural Practices (GAP) documentation of food safety and sanitation with proposal.
- All prepared products must be prepared without the use of sulfating agents.
- Produce certified free from pesticide residues is preferred when available.
- Bidder must have a documented Hazard Analysis Critical Control Program (HACCP).

To ensure the safety of our students, Bidder must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary.

Provide information on your company's policy for handling recalled product. Include any current or past recalls within the last 3 years.

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## 9. Domestic Preference

The District will interpret this to mean product grown, packed and distributed locally from California or the continental United State of America.

- California Assembly Bill 778 requires local educational agencies like the District to accept a bid or price for that agricultural food product when it is grown in California

before accepting a bid or price for a domestic agricultural food product that is grown outside of the state, when **both** of the following criteria are met:

- a. The bid or price of the California-grown agricultural food product does not exceed the lowest bid price for a domestic agricultural food product produced outside of the state.
- b. The quality of the California-grown food product is comparable to that domestic agricultural food product produced outside the state.

#### 10. Agreement:

- The District reserves the right to terminate the contract for default or for its convenience upon giving 30 days written notice. If the contract is terminated for convenience, the awarded Bidder shall only be paid for service and products rendered to the date of termination.
- The District reserves the right to purchase produce items off contract utilizing other competitive procurement methods, directly from growers or other vendors when awarded Bidder cannot source product or to offer additional local variety produce for the District's Farm to School Program.
- 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 the contract.

#### 11. Method of Award:

While cost alone is not the sole basis for award, it remains the primary consideration when awarding a contract under this procurement method pursuant to subsection (c) of 20111 of the California Public Contract Code. the District will award line items 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 the proposal multiplied by the anticipated usage for each item. Highest points shall be given to the lowest Responsible Bidder.

**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 the proposal and that most fits with the goals and mission of the District.

**References** – Bidders capable of performing successfully under the terms and conditions of the contract will be considered for the award. This would include competent personnel, reliable transport, fulfilling contract orders accurately, timely and with consistent quality. Bidders are expected to have demonstrated excellent customer service on all levels on a regular basis.

**Bidder Name:** \_\_\_\_\_

## **BID PROTEST PROCEDURES**

**Any bid protest by any Bidder must be submitted in writing to the District before 5:00 p.m. of the third (3<sup>rd</sup>) business day following deadline for submission of proposals.**

- The protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- The protest must refer to the specific portions of all documents that form the basis for the protest.
- The vendor filing the protest must have actually submitted a bid. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder, but must timely pursue their own protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The vendor filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- The Bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) business days after the deadline for submission of the proposals, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting Bidder and to all other Bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.
- **All bid protest shall be submitted to:**

**SCUSD Purchasing Services,  
5735 47<sup>th</sup> Ave. Sacramento, CA. 95824  
Attn.: Robert Aldama, Purchasing Manager II  
[Robert-aldama@scusd.edu](mailto:Robert-aldama@scusd.edu)  
916-643-9460**

**Bidder Name:** \_\_\_\_\_

## **REFERENCES**

1. Please provide three (3) verifiable references.
2. Bidders are advised that the District reserves the right to reject a proposal from a Bidder that cannot demonstrate the ability to provide the necessary products and services required under the contract.
3. Service is a factor in the award of this contract. A Bidder's recent delivery and performance under any previous or existing contract will be examined in addition to the supplied three references. Poor performance or references may be cause for disqualifying a Bidder for any section or item in this RFP.

1. District or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and Term of Service: \_\_\_\_\_

\_\_\_\_\_

2. District or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and Term of Service: \_\_\_\_\_

\_\_\_\_\_

3. District or Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and Term of Service: \_\_\_\_\_

\_\_\_\_\_

**SCUSD Delivery Site Locations**

<b>Elementary Schools</b>	<b>Address</b>	<b>Zip</b>
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
C.B. Wire	5100 El Paraiso Ave.	95824
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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> Street	95817
Mark Twain/West Campus High School	5022 58 <sup>th</sup> 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



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
Suyu	6032 – 36 <sup>th</sup> Avenue	95824
Sol Aureus College Preparatory	6620 Gloria Drive	95831
Tahoe	3110 60 <sup>th</sup> Street	95820
Theodore Judah	3919 McKinley Boulevard	95819
Rosa Parks (K-8)	2250 68 <sup>th</sup> Avenue	95822
Washington Elementary	520 18 <sup>th</sup> Street	95811
William Land	2120 12 <sup>th</sup> Street	95818
Woodbine	2500 52 <sup>nd</sup> Avenue	95822
Yav Pem Suab Academy	7555 S. Land Park Drive	95831
<b>Middle Schools</b>	<b>Address</b>	<b>Zip</b>
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
Miwok Middle	3150 N Street	95819
Sam Brannan Middle	5301 Elmer Way	95822
Umoja Middle	5301 N Street	95819
Will C. Wood	6201 Lemon Hill Avenue	95824
<b>High Schools</b>	<b>Address</b>	<b>Zip</b>
American Legion	3801 Broadway	95817
Arthur A. Benjamin Health Professions High	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
<b>Sites</b>	<b>Address</b>	
Serna Center Bistro	5735 47 <sup>th</sup> Avenue	95824
SCUSD Central Warehouse	3051 Redding Avenue	95820
The Central Kitchen	3101 Redding Avenue	95820

## WORKERS' COMPENSATION CERTIFICATE

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 in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

### FINGERPRINTING CERTIFICATION

To the Sacramento City Unified School District Board of Education

I \_\_\_\_\_, acknowledge and certify as follows:  
(Name of Bidder)

1. I have carefully read and understand the attached Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, certain of my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

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

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

## **NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

### **(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor 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 violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**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 Bidder

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

### **BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE**

The undersigned does hereby certify to the Sacramento City Unified School District ("District") that Bidder has reviewed and understands all insurance requirements specified in the District's Proposal for Fresh Produce Distribution. Should the bidder enter into a contract with the District for Fresh Produce Distribution, the undersigned further certifies that bidder can meet the specified requirements for insurance, including, without limitation, an endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance and Employer's Liability Insurance, an endorsement stating that bidder's insurance policies shall be primary to any insurance or self-insurance maintained by the District, and an endorsement stating that there shall be a waiver of any subrogation.

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Piggyback Clause**

The Sacramento City Unified School ("District") hereby declares its intent and authorization to make all contracts awarded under this **Request for Proposal, #25-26810P** "piggyback able" by other California educational agencies (including public school districts and private and charter schools) pursuant to Public Contract Code Sections §20118 and § 20652 and 2 CFR, sections 200.318–200.327.

Other California education agencies participating in this proposal shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall indemnify the District against, and hold the District harmless from, any disputes, disagreements or actions which may arise as a result of using this proposal. Any liability created by using this proposal shall be the sole responsibility of the California education agency placing the order.

The District waives any right to receive payment from other California education agencies making purchases off the awarded Contract, and those California education agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this proposal.**

By signing below, Vendor agrees to allow other California educational agencies to purchase **Fresh Produce** using the same terms, cost, products and conditions as this proposal during the time that this proposal is in effect. Bidder agrees that the District will not in any way incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other California agencies.

Option Granted    ☐ YES

Option Granted    ☐ NO

Date	Signature/Title	Type or Print Name
Name of Company	Address	City and State



**CERTIFICATION REGARDING LOBBYING**  
**To Be Submitted With Proposal**

**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

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**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. 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 Proposal (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-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in 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.

**Sacramento City Unified School District** \_\_\_\_\_

Name of School Food Authority

Agreement Number

Vendor:

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.**

**END OF DOCUMENT**

## SUSPENSION AND DEBARMENT CERTIFICATION

### U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Lower Tier Covered Transactions)**

#### **To Be Submitted With Proposal**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Sacramento City Unified School District**

Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Vendor:

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**RETAIN WITH THE APPLICABLE CONTRACT AND/OR PROPOSAL RESPONSES.**  
**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION  
(LOWER TIER COVERED TRANSACTIONS)**

- 1) By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**END OF DOCUMENT**

## **U.S. Department of Agriculture Nondiscrimination Statement For Child Nutrition Programs**

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 (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](mailto:program.intake@usda.gov)

The District is an equal opportunity provider.

CERTIFICATION ON FOLLOWING PAGE.

**Sacramento City Unified School District  
Fresh Produce Distribution RFP  
#25-26810P**

**EQUAL OPPORTUNITY EMPLOYMENT CERTIFICATION  
To Be Submitted with Proposal**

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (“EO”) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans’ Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

**CERTIFICATE**

I/We hereby certify that the

\_\_\_\_\_  
\_\_\_\_\_(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

\_\_\_\_\_  
PROPER NAME OF RESPONDENT

\_\_\_\_\_  
SIGNATURE OF RESPONDENT’S AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
NAME & TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE OF SIGNING

**END OF DOCUMENT**

**Sacramento City Unified School District**  
**Fresh Produce Distribution RFP**  
**#25-26810P**

**Authorized Bidder 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 representations made in is bid are true and correct.

<hr/>		
Date	Signature/Title	Type or Print Name
<hr/>		
Name of Company	Address	City and State
<hr/>		
Area Code	Telephone Number	Fax Number
<hr/>		
Federal Tax Id Number		

APPENDIX A  
SCUSD RFP #25-26810P Fresh Produce Bid/Price Sheet

Line Item	Product Description	Unit	Approx Annual Usage	Proposed Case Pack Size	Unit Delivered Cost	Unit Cost per lb. or Each Cost	Extended Cost
1	APPLE WHOLE VARIETY, 125 COUNT	Cs	279				
2	APPLE WHOLE VARIETY, 138 COUNT	Cs	4207				
3	APPLE MODI, 125 COUNT	Cs	83				
4	BANANA 3 COLOR (GREENER), CASE	Cs	70				
5	BANANA 4 COLOR (BREAKING), CASE	Cs	1044				
6	BANANA 5 COLOR (GREEN TIP), CASE	Cs	1845				
7	BANANA AMIGOS GREEN TIP, CASE	Cs	654				
8	BANANA SINGLE 150's, CASE	Cs	636				
9	BANANAS FOR INSTITUTION, CASE	Cs	430				
10	BELL PEPPER GREEN, 5# BOX	Bx	300				
11	BELL PEPPER GREEN, 25 # BOX	Bx	200				
12	BELL PEPPER RED, 5# BOX	Bx	502				
13	PEPPER, POBLANO 25-30CT	Cs	200				
14	CILANTRO BKN LOT, 3 BU / BAG	Bg	1100				
15	CUCUMBER SUPER SELECT, 50# CASE	Cs	121				
16	CUCUMBERS, 6 EACH, BAG	Bg	1107				
17	GARLIC WHOLE PEEL, 3# BAG	Bg	88				
18	GRAPE GREEN SEEDLESS LUNCH BUNCH, 18# CA	Cs	510				
19	GRAPE RED SEEDLESS LUNCH BUNCH, 18# CASE	Cs	568				
20	GREEN ONION BKN LOT, 3 EA BAG	Bg	80				
21	KIWI GREEN VOLUME FILL, 108 CT	Cs	727				
22	LETTUCE GREEN LEAF BKN LOT, EACH	Ea	261				
23	LETTUCE GREEN LEAF FILLETS, 10# CASE	Cs	1035				
24	NECTARINE V-FILL, 25# - 64 SIZE	Cs	78				
25	NECTARINE V-FILL, 25# - 70 SIZE	Cs	538				
26	OG CARROT W/P BABY RAINBOW, 4/5# CASE	Cs	237				
27	ONION RED 5# BKN LOT, 5# BAG	Bg	919				
28	ORANGE BLOOD, 20# CASE	Cs	99				
29	ORANGE CHOICE NAVEL, 138 COUNT	Cs	2737				
30	ORANGE CHOICE VALENCIA, 113 COUNT	Cs	135				
31	P-C BROCCOLI FLORETS, 3# BAG	Bg	291				
32	P-C BROCCOLI FLORETS, 4/3# CASE	Cs	1666				
33	P-C BROCCOLI SLAW, 3# BAG	Bg	827				
34	P-C CANTALOUPE CUBES, 4/5# CS	Cs	216				
35	P-C CANTALOUPE CUBES, 5# TRAY	Ea	112				
36	P-C CARROT SHRED, 5# BAG	Bg	204				
37	P-C CARROT SHRED, 4/5# CASE	Cs	476				



APPENDIX A  
SCUSD RFP #25-26810P Fresh Produce Bid/Price Sheet

38	P-C CELERY 4" STICKS, 5# BAG	Bg	300				
39	P-C CELERY STICK 4", 4/5# CS	Cs	279				
40	P-C CILANTRO CHOPPED, 1# BAG	Bg	318				
41	P-C COLESLAW, 4/5# CASE	Cs	110				
42	P-C CUCUMBER SL W/SKIN 1/4", 5# BAG	Bg	626				
43	P-C HONEYDEW CUBE, 5# TRAY	Ea	122				
44	P-C HONEYDEW CUBES, 4/5# CS	Cs	124				
45	P-C JICAMA STICK, 5# BAG	Bg	225				
46	P-C JICAMA STICK, 4/5# CASE	Cs	739				
47	P-C ONION RED DICED 3/8", 5# BAG	Bg	168				
48	P-C ONION YELL DICED 3/8", 4/5# CS	Cs	123				
49	P-C PIZZA TOPPING 1/2" , 3# BAG	Bg	569				
50	P-C ROMAINE CHOPPED, 6/2# CASE	Cs	4140				
51	P-C SHRED LETT 1/8", 4/5# CASE	Bg	969				
52	P-C SHRED LETT 1/8" BKN LOT, 5# BAG	Bg	94				
53	P-C WATERMELON CHUNKS, 4/5# CASE	Cs	129				
54	P-C YAM STICK 4 x 3/8", 5# BAG	Bg	71				
55	PEACH V-FILL, 25 # - 70 SIZE	Cs	278				
56	PEACH V-FILL, 25# - 64 SIZE	Cs	63				
57	PEAR ASIAN 3 LAYER, 72 COUNT	Cs	83				
58	PEAR LUNCH BOX , CASE	Cs	1443				
59	PEAS SUGAR SNAP, 10# CASE	Cs	250				
60	PERSIMMON FUYU LOOSE, 25# CASE	Cs	287				
61	PLUM BLACK 40/45, 28# CASE	Cs	256				
62	PLUM RED VF 40/45 SIZE, 28# CASE	Cs	1319				
63	POTATO RUSSET, 120 COUNT	Cs	1642				
64	STRAWBERRY DRISCOLL, 8/1# FLAT	Cs	146				
65	STRAWBERRY EX-FANCY, 8/1# FLAT	Cs	2473				
66	STRAWBERRY OKUI XFCY, 8/1# FLAT	Cs	103				
67	TOMATO GRAPE CLAMSHELL, 12-PT-CASE	Cs	224				
68	TOMATO GRAPE LOOSE, 20# CASE	Cs	646				
69	TOMATO LARGE LOOSE BKN LOT, 5# BAG	Bg	320				
70	TOMATILLO -NO HUSK , 25#	Cs	400				

Bidders Name: \_\_\_\_\_

Total Bid Price \_\_\_\_\_