



B. Teri Burns Scott Dosick Micah Grant Susan Heredia Lisa Kaplan Chris Evans, Superintendent

Natomas Unified School District Nutrition Services Department REQUEST FOR PROPOSAL (RFP) FRESH PRODUCE

RFP #1819-001

Request for Proposals Issued: July 10, 2018

Deadline for Submittal of Proposals: July 27, 2018

Before 3:00 PM

Attn: Vince Caguin

Nutrition Services Department 1931 Arena Blvd. Sacramento, CA 95834



Bidder Information Sheet

Attn: Vince Caguin, Director Nutrition Service & Warehousing Email: vcaguin@natomasunified.org

Phone: 916-567-5472 Re: RFP #1819-001

| Name: | | |
|-----------------|------|--|
| Title: | | |
| Organization: | | |
| Street Address: | | |
| City: | | |
| State/Zip Code: | | |
| Work Phone: | | |
| Fax: | | |
| Email: | | |

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Bidder's Checklist

Bidder Name:

Submit this Bidder's Checklist with your bid document. Failure to submit this checklist at bid opening may deem your bid as non-responsive.

| Required It | ems: |
|--------------------|---|
| | Bidder Information Sheet (page 2) |
| | Bidder's Checklist (page 3) |
| | Payment and Discount (page 10) |
| | Piggyback Clause (page 12) |
| | Price Sheet (page 15-17) |
| | Non-collusion Declaration (page 18) |
| | Bidder Questionnaire for Produce (page 19-20) |
| | Customer Reference Sheet (page 21) |
| | Authorized Vendor Signature (page 22) |
| | Suspension and Debarment Certification (attachment) |
| | Certification Regarding Lobbying and Disclosure of Lobbying Activities Form |
| | (attachment) |

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This is a formal request for proposal on **FRESH PRODUCE** (RFP#1819-001) for the Natomas Unified School District (NUSD) for the 2018-2019 school year. A RFP packet may be obtained from the NUSD Nutrition Services website at https://natomasunified.org/nutrition-services-2/. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed RFP packet shall be delivered or mailed to the attention of: **Vince Caguin – Nutrition Services Department, 1931 Arena Blvd. Sacramento, CA 95834** on or before **Friday, July 27 at 3:00 pm.** It is the responsibility of the vendor to ensure that the RFP is submitted on time and to the authorized agent. The proposals will be opened at said time but not read. Faxed documents are <u>not</u> acceptable and will not be received. The NUSD reserves the right to reject any or all quotations and to waive any formality of the RFP. Any packets received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

Questions regarding the RFP and/or documents will only be accepted if submitted in writing. Questions can be submitted to Vince Caguin by email: vcaguin@natomasunified.org. All questions shall be submitted by email before 12:00 pm on Monday, July 23, 2018.

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in **blue ink**. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the RFP forms in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The regulation defines domestic commodity or product as an agricultural commodity that is produced in the United States and a food product 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 was 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.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the non domestic product.

This includes foods that are sold to students as a la carte food item. Actions that districts/sponsors can take to comply with the Buy American requirements

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are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, August 1, 2018 through July 31, 2019. The quantities are estimates and provided for information only; it is not guaranteed.

2. Prices

- a. The service period is from August 1, 2018 through July 31, 2019. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and NUSD shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the NUSD. NUSD shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. Price changes must be based only on the fluctuations for the Sacramento Valley Marketing Area.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. **Product Specification**

The vendor shall indicate the price for the portion size and pack quantity stated on the worksheet. If the vendor chooses to price an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity. Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after RFP opening.

4. Deliveries

a. Deliveries shall be made to a specified location at the school (kitchen or district central kitchen) in the NUSD herein listed in #5 and any additional

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- schools established by the district during the period of this contract, unless otherwise arranged with the Director of Nutrition Services.
- b. A minimum of two deliveries each week shall be made to each location between the hours of 6:30 am and 11:00 am on Tuesday and Friday. Additional delivery day may be necessary for the district central kitchen upon request.
- d. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Nutrition Services Department.
- e. All fresh produce shall be delivered in refrigerated trucks maintaining all goods at 41 degrees Fahrenheit or lower.
- f. Products not meeting the NUSD quality standards shall be replaced within 24 hours by the vendor at no additional cost.
- g. Substitutions shall be rejected unless specific authorization by NUSD Nutrition Services is secured in advance.

5. Points of Delivery

| 1931 Arena Blvd. Sacramento, CA 95834 |
|--|
| 2500 New Market Drive Sacramento, CA 95834 |
| 2950 West River Drive Sacramento, CA 95834 |
| 4600 Blackrock Drive Sacramento, CA 95834 |
| 3200 North Park Drive Sacramento, CA 95834 |
| 3301 Fong Ranch Road Sacramento, CA 95834 |
| 3700 Del Paso Road Sacramento, CA 95834 |
| |

6. No Minimum/Maximum Quantities, Order Charges, or Limitations upon Number of Orders

The District anticipates term requirements for the supplies and commodities as listed in the estimated quantities shown on the price list. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

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BASIS OF AWARD

- **1.** Waiver of Irregularities or Informalities. NUSD reserves the right to reject any and all RFPs or to waive any irregularities or informalities in any RFP or in the bidding.
- **2.** RFP Evaluation. NUSD will evaluate the overall bid on a point system.

Proposals will be evaluated against the evaluation criteria shown below. "What Proposers Should Submit" indicates what the District is asking proposers to provide with respect to each evaluation criterion. "What We're Looking For" explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 100 points for firms proposing.

| Evaluation Criteria | What We're Looking For & Points Awarded for Meeting Criteria | What Bidders Should Submit | Max. Points |
|---|---|---|----------------|
| Pricing | 25 Points: Lowest priced bid 15 Points: Second lowest priced bid 10 Points: Third lowest priced bid | Initial products & price list | 25 |
| Service & Satisfaction / Previous Performance | 20 Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: Prompt responses and satisfactory resolution to request for information and and complaints & issues Courtesy and responsiveness to all district personnel at all times Ready access to decision-making executives and assigned points of contact Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. O Points: References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above. | Reference inquiries Responses to Bidder Questionnaire - Q#4, #6, #7, #8, #9, #14, #15, & #16 | 20 |
| Delivery | 15 Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery 10 Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery | Responses to Bidder Questionnaire- Q#1, #2, #3, #7, #8 Reference inquiries | 15 |

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| | O Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | | |
|--------------------------------|--|---|----|
| Safety Record & Controls | 15 Points: Proposing firm can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Proposer's staff are properly and regularly trained in current safety procedures The proposer's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, the proposer's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Proposing firm can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place O Points: Unable to meet or provide above specified criteria | HACCP Plan or Food Security and Safety Program References inquiries Responses to Bidder Questionnaire- Q#3, #11 | 15 |
| Technology & Reports | 10 Points: Availability of online ordering with order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists 7 Points: Availability of placing e-mail orders with order confirmation. Ability to provide velocity reports, monthly statements, and weekly price lists. 3 Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements 0 Points: Unable to provide e-mail or online ordering. | Responses to Bidder Questionnaire - Q#5 & #10 | 10 |

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| Ability to provide products sourced within 250 miles | 10 Points: Ability to provide 50% or more California grown products sources within 100 miles 9 Points: Ability to provide 50% or more California grown products sources within 250 miles 8 Points: Ability to provide 50% or more domestic grown products sources within 250 miles 7 Points: Ability to provide 10-49% or more of products sources within 250 miles 3 Points: Ability to provide 1-19% of produced sourced within 250 miles 0 Points: Unable to source any products within 250 miles | • Responses to Bidder Questionnaire - Q#12 | 10 |
|--|--|--|-----|
| Reporting/ Tracking Mechanisms | 5 Points: Can currently produce reports to show % of local products provided 3 Points: Is willing to develop reporting/tracking mechanisms 0 Points: Cannot produce reporting/tracking mechanisms | Responses to Bidder Questionnaire - Q#13 | 5 |
| | | Total Points: | 100 |

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. Samples

Party may be required to submit samples of the RFP items upon request by the Nutrition Services Director. Samples are to be furnished without cost to the school district.

2. Sanitary and Quality Control Requirements

- a. All fresh produce to be furnished shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. All products shall have a readable code date.
- d. All products must follow the specifications indicated. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable products factos, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestations including but not limited to larvae

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- and rodent droppings.
- e. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- f. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or credit for any product removed or recalled. The District shall have the option of accepting either replacement product or credit in exchange for recalled/removed product.

3. Billing

- a. The vendor shall provide an invoice at time of delivery at each location. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of each week to Natomas Unified School District, Attn: Nutrition Services Department, 1931 Arena Blvd. Sacramento, CA 95834.
- c. The NUSD requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the NUSD Nutrition Services Director shall conduct the audit.

4. Payment and Discounts

| Payment will be net 30 days. | Any discounts, which the | vendor desires to provide |
|------------------------------|------------------------------|-----------------------------|
| NUSD, shall be declare | d in the space provided and | d are subject to contractua |
| agreement. Discounts | for early payment will not | be factored in the net cost |
| of the bid proposal. Su | ubject to cash discount of _ | % |
| | days. | |

5. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on at https://natomasunified.org/nutrition-services-2/ and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents.

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

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If the successful vendor/s fails 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 thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a 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 vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or the District may seek relief in a court of competent jurisdiction.

8. Modification of Contract

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. Hold Harmless Clause

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its 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 the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. Force Maieure Clause

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an 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.

11. 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.

12. Governing Law and Venue

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In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Yuba County.

13. Permits and Licenses

The successful vendor and all of his employees or agent 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 the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The NUSD requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Natomas Unified School District

NUSD shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require NUSD to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- a. Manufacture Product Specification
- b. Current Nutrition Fact Label for Product with Ingredients Listed
- c. Attached to this bid is a listing of the fresh produce items ordered by NUSD Schools.
- d. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with month to date and year to date usage upon request by Nutrition Services.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

Signature Yes \square No \square

Max number of agencies (if applicable):

Up to miles from NUSD

19. Bid Extension

In accordance with Section 17596 of the Education Code, Natomas Unified School District reserves the right to extend the contract up to a total contract term

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not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site within an eight-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened but not read Friday, July 27 at 3:00 PM. Contact Vince Caguin at the Nutrition Services Office: 916-567-5472

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Scope of Work

The Natomas Unified School District is requesting proposal (RFP) for Fresh Produce. The produce is served throughout the District and requires timely delivery to schools. The District requires bidder have knowledge and experience in fresh produce for school program(s). The amount of dollars spent by the District for the purchase of fresh produce for the FY 17/18 was approximately \$550,000.

The District is seeking only one vendor.

RFP's must be submitted to Natomas Unified School District, Nutrition Services Office, 1931 Arena Blvd., Sacramento, CA 95834 prior to 3:00 pm on Friday, July 27, 2018.

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NUSD Produce Items/Price Sheet

Bidder Name:

| ITE M | Description | U/M | Yearly Usage | Case Price | Extended Price | Available Locally | Price for Local Product | Extended Price for Local |
|----------|-----------------------------------|------|-----------------|---------------|-------------------|----------------------|-------------------------------|--------------------------------|
| 1 | APPLE FUJI 138 CT | CASE | 4 | | | YES/NO | | |
| 2 | APPLE GALA FCY 138 CT | CASE | 605 | | | YES/NO | | |
| 3 | APPLE GRANNY SMITH FCY 138 CT | CASE | 6 | | | YES/NO | | |
| 4 | APPLE GREEN FCY 138 CT | CASE | 507 | | | YES/NO | | |
| 5 | APPLE RED FCY 198 CT | CASE | 489 | | | YES/NO | | |
| 6 | AVOCADO HASS RIPE 48 CT | CASE | 10 | | | YES/NO | | |
| 7 | BANANA PETITE 150 CT 3-4 COLOR | CASE | 550 | | | YES/NO | | |
| 8 | BLUEBERRY CLAMSHELL, 8/1# | CASE | 100 | | | YES/NO | | |
| 9 | RASPBERRY CLAMSHELL, 8/1# | CASE | 100 | | | YES/NO | | |
| 10 | STRAWBERRY CLAMSHELL, 8/1# | CASE | 1500 | | | YES/NO | | |
| 11 | KALE GREENS | CASE | 40 | | | YES/NO | | |
| 12 | LIME 200 CT | CASE | 4 | | | YES/NO | | |
| 13 | ORANGE CHOICE FRESNO 138 CT | CASE | 325 | | | YES/NO | | |
| 14 | TANGERINE SATSUMA LG/JUMBO | CASE | 200 | | | YES/NO | | |
| 15 | GRAPE LUNCH BUNCH, 21# | CASE | 1,300 | | | YES/NO | | |
| 16 | ARUGULA WILD FRESH | CASE | 5 | | | YES/NO | | |
| 17 | HERB BASIL | 1LB | 10 | | | YES/NO | | |
| 18 | HERB MINT | 1LB | 16 | | | YES/NO | | |
| 19 | LETTUCE GREEN LEAF SINGLES | CASE | 225 | | | YES/NO | | |
| 20 | CANTALOUPE 12 CT | CASE | 50 | | | YES/NO | | |
| 21 | HONEYDEW 4-9 CT | CASE | 50 | | | YES/NO | | |
| 22 | WATERMELON SEEDLESS, 3 CT | CASE | 52 | | | YES/NO | | |
| 23 | MUSHROOM MEDIUM | CASE | 65 | | | YES/NO | | |
| 24 | ONION GREEN CELLO | 1LB | 27 | | | YES/NO | | |

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| 25 | ONION RED JUMBO | 5LB | 50 | YES/NO |
|----|---------------------------------|------|-------|--------|
| 26 | PEAR GREEN RIPE 120-135 CT | CASE | 315 | YES/NO |
| 27 | PEPPER BELL GREEN CHOPPER | 5LB | 100 | YES/NO |
| 28 | PEPPER BELL RED CHOPPER | 5LB | 100 | YES/NO |
| 29 | CARROT MATCHSTICKS, 4/5# | 5LB | 300 | YES/NO |
| 30 | CARROTINEENIES 200/1.60Z | CASE | 200 | YES/NO |
| 31 | CAULIFLOWER FLORETS, 4/3# | BAG | 25 | YES/NO |
| 32 | ONION GREEN W&T, 4/2# | BAG | 3 | YES/NO |
| 33 | LETTUCE ROMAINE CHOPPED 6/2# | CASE | 1,522 | YES/NO |
| 34 | SPINACH TRIPLE W&T, 4/2.5# | CASE | 445 | YES/NO |
| 35 | BROCCOLI FLORETS BITE SIZE | 5LB | 400 | YES/NO |
| 36 | CANTALOUPE CHUNK 1 IN, 5# | CASE | 34 | YES/NO |
| 37 | CARROT SHRED, 4/5# | CASE | 597 | YES/NO |
| 38 | CELERY STICK 4 IN, 4/5# | 5LB | 75 | YES/NO |
| 39 | HONEYDEW CHUNK 1 IN , 5# | CASE | 79 | YES/NO |
| 40 | JICAMA STICK, 4/5# | 5LB | 200 | YES/NO |
| 41 | TOMATO SLICED | 5LB | 208 | YES/NO |
| 42 | WATERMELON CHUNK 1 IN , 5# | 5LB | 37 | YES/NO |
| 43 | SQUASH ITALIAN XF | 5LB | 5 | YES/NO |
| 44 | TOMATO 5X6 | CASE | 70 | YES/NO |
| 45 | TOMATO GRAPE BOX | 10LB | 900 | YES/NO |
| 46 | KIWI RIPE 110 AVG/CS 42/45SZ | CASE | 400 | YES/NO |
| 47 | PINEAPPLE GOLD, 7CT | CASE | 40 | YES/NO |
| 48 | ASPARAGUS STANDARD, 11LB | CASE | 12 | YES/NO |
| 49 | CARROT PEELED BABY | BAG | 382 | YES/NO |
| 50 | CUCUMBER 36 CT | CASE | 301 | YES/NO |
| 51 | PEACH YELLOW VF 64/72 SZ | CASE | 500 | YES/NO |

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| 52 | NECTARINE YELLOW VF | CASE | 277 | YES/NO |
|----|-------------------------------|------|-----|--------|
| 32 | | CASE | | TES/NO |
| 53 | PLUM BLACK VF 65 SZ | CASE | 300 | YES/NO |
| 54 | PEAR RED RIPE 120-150 CT | CASE | 124 | YES/NO |
| 55 | CLEMENTINE MANDARIN | CASE | 518 | YES/NO |
| 56 | PLUOT VF 60/65 SZ | CASE | 84 | YES/NO |
| 57 | CILANTRO 3 CT BAG | BAG | 69 | YES/NO |
| 58 | CUCUMBER, 28# | CASE | 507 | YES/NO |
| 59 | SQUASH YELLOW BAG, 5# | BAG | 13 | YES/NO |
| 60 | CHILI JALAPENO BAG, 1# | BAG | 2 | YES/NO |
| 61 | SQUASH ITALIAN BAG, 5# | 5lb | 10 | YES/NO |
| 62 | ONION RED BAG. 5# | 5lb | 160 | YES/NO |
| 63 | ITALIAN PARSLEY BAG. 1# | BAG | 1 | YES/NO |
| 64 | GOLD BELL PEPPER BAG, 5# | BAG | 50 | YES/NO |
| 65 | CANTALOUPE CHUNK 1 IN, 5# | 5LB | 23 | YES/NO |
| 66 | HONEYDEW CHUNK 1 IN, 5# | 5LB | 23 | YES/NO |
| 67 | APPLE SLICED RED, 200/2oz | CASE | 132 | YES/NO |
| 68 | ORANGE NAVEL LOCAL, 138 CT | CASE | 79 | YES/NO |
| 69 | WATERMELON CHUNK 1 IN, 5# | 5LB | 164 | YES/NO |

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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. |
| depository, or to any member or agent thereof to effectuate a contisive or shall 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 |
| Finited hame of Authorized Company Nepresentative |
| |
| |

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Bidder Questionnaire for Produce RFP

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal. 1. Will you be able to meet the specified delivery timeframe? Yes No 2. Will you be able to provide delivery twice a week? Yes No Please indicate delivery days (Tuesday and Friday delivery preferred) 3. What is the current makeup of your delivery fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. 4. Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products. 5. Can orders be placed online or by e-mail? Please describe ordering procedures. 6. What is the lead time you require for orders? 7. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? 8. What is your procedure for notifying customers of shortages and/or substitutes? 9. Will you be able to provide point/s of contact with whom the District can communicate through email and by phone? 10. Please check off the reports that you make available to your customers: Imarket reports velocity reports monthly statements weekly price lists. Please list any additional reports available. How are customers able to access these reports?

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(pages 9-10)?

11. Can all aspects of Product Quality Control as described in this agreement be met

| 12. What percentage of California grown products sourced within 100 miles of |
|---|
| Sacramento, CA are you able to provide? Please mark one: 50% or more 20-49% 1-19% 0% |
| What percentage of California grown products sourced within 250 miles of Sacramento, CA are you able to provide? Please mark one: \square 50% or more \square 20-49% \square 1-19% \square 0% |
| What percentage of domestic grown products sourced within 250 miles of |
| Sacramento, CA are you able to provide? Please mark one: \square 50% or more \square 20-49% \square 1-19% \square 0% |
| Describe your procedure for communicating an item's point of origin to school district personnel. |
| 13. Can you currently produce reports to show the percent of local (within 250 miles of Sacramento, CA) products provided? Yes No |
| If so, please describe current reporting/tracking mechanisms below. If not, are you willing to develop reporting/tracking mechanisms? |
| 14. How many years has your company been in the produce business? |
| 15. Which school districts does your company currently serve in the Sacramento & Yold Counties? |
| 16. Has your firm resigned or been replaced a the will of a district(s) during the school year within the last 24 month? If so, explain. |

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Customer Reference Sheet

Please provide 3 references from school districts with like size to NUSD with contact names and numbers.

| Contact Person | School District | Telephone # |
|----------------|-----------------|-------------|
| Contact Person | School District | Telephone # |
| Contact Person | School District | Telephone # |

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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

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