



**SAN DIEGO UNIFIED SCHOOL DISTRICT
STRATEGIC SOURCING AND CONTRACTS DEPARTMENT
2351 CARDINAL LANE, BUILDING M
SAN DIEGO, CA 92123**

NO. GD-17-0039-26

FRESH PRODUCE

ADVERTISEMENT DATES:

MAY 5, 2016

MAY 12, 2016

NOTICE CALLING FOR BIDS

DISTRICT:	SAN DIEGO UNIFIED SCHOOL DISTRICT
DESCRIPTION:	FRESH PRODUCE
DUE DATE/TIME FOR SUBMITTAL OF BIDS:	2:00PM (PST) ON MAY 19, 2016
PLACE FOR SUBMITTAL OF BIDS:	SAN DIEGO UNIFIED SCHOOL DISTRICT STRATEGIC SOURCING AND CONTRACTS DEPARTMENT 2351 CARDINAL LANE, BLDG. M (WEST DOOR) SAN DIEGO, CA 92123
BID AND CONTRACT DOCUMENTS AVAILABLE AT:	www.demandstar.com
ADDRESS:	SAN DIEGO UNIFIED SCHOOL DISTRICT STRATEGIC SOURCING AND CONTRACTS DEPARTMENT 2351 CARDINAL LANE, BLDG. M SAN DIEGO, CA 92123

NOTICE IS HEREBY GIVEN that the above-named California Public School District, acting by and through its Board of Education, hereinafter "District" will receive up to, but not later than the above-stated date and time, sealed Bid submittals pursuant to Contract award for the work generally described herein as:

BID NO. GD-17-0039-26 – FRESH PRODUCE

DOCUMENT LIST

FOR

FRESH PRODUCE

Bid Documents

Pages

Notice Calling for Bids
Instructions to Bidders

I 1-10

Contract Documents

Bid Proposal
Non-Collusion Declaration
Drug-Free Workplace Certification
Prompt Payment Form
Agreement
General Conditions
Special Conditions
Scope/Specifications/Delivery Locations
Quotation Sheets
Attachment A

E 1-3
E 4
E 5
E 6
E 7-8
GC 1-4
SC 1-10
S 1-2
Q 1-12
P 1-3

No Bid proposals shall receive consideration by the San Diego Unified School District unless made in accordance with the following instructions:

1. SUBMITTAL OF BID PROPOSALS

All Bid Proposals shall be submitted on forms provided by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract terms and conditions, specifications and plans (if any), incorporated herein. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid proposals shall be considered.

2. MAILING OF BID DOCUMENTS

Bidder assumes all responsibility for delivery of its Bid submittal to the correct District address and acceptance by District, as indicated in the Notice to Bidders, on or before the opening date and time, when using the US Postal Service as its method of delivery. It is incumbent on the bidder to call the Strategic Sourcing and Contracts Department at (858) 522-5860 no later than one (1) hour prior to bid opening time to verify that his bid is received.

The bidder must clearly identify, boldly and legibly on the outside mailing envelope, that the document enclosed is a "BID DOCUMENT." This includes any special overnight delivery envelopes used by airmail carriers such as FedEx, Emery, UPS, etc. Failure of the bidder to clearly identify his bid in this manner will result in rejection of his bid if it is not opened publicly at the bid opening date and time, regardless if the document was delivered to the District on time.

3. QUOTATIONS

All prices and quotations must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic, telephone, or facsimile quotations or modifications will be accepted.

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 bid form by the District. In case of error, unit prices will govern and extensions will be corrected.

Bidder must insert unit price for each item on the Quotation Sheet(s). More than one unit price inserted for any one item may result in the rejection of the bid unless alternate bids are specifically requested.

4. REQUESTS FOR INFORMATION

Any questions relative to this Bid shall be in writing, via email only, on company letterhead and directed to Eric Schoeppler no later than 2:00 p.m. (PST) on May 12, 2016 at the address specified:

Eric Schoeppler, Contract Specialist
San Diego Unified School District
Strategic Sourcing & Contracts Department
2351 Cardinal Lane, Building M
San Diego, CA 92123-3799
Email: eschoeppler@sandi.net

5. DOCUMENTS ACCOMPANYING BID PROPOSAL

Bidder shall be required to submit with their bid the following: **NOTE: Failure to provide the required submittals may deem your bid non-responsive.**

A. Bid Proposal Form

Bid proposal must be made on the Quotation Sheet(s) included in this Invitation for Bids along with the Bid Proposal Form. All items on the form shall be completed. Numbers shall be stated in figures and the signatures of all individuals must be in long hand. The completed form shall be without interlineations, alterations, or erasures.

B. Quotation Sheet(s)

C. Agreement

In addition to the Bid Proposal Form, all bidders must complete and sign one (1) original document of the Agreement Pages included in this Invitation for Bids, and must return them (all originals, not copies) to the District, together with the Bid Proposal Form and completed Quotation Sheet(s).

D. Non-Collusion Declaration

E. Prompt Payment Discount

F. Drug-Free Workplace Certification

G. Attachment A

6. IDENTIFICATION OF BIDDER

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the Bid.

7. WITHDRAWAL OF BID PROPOSALS

Bid Proposals may not be withdrawn by any bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code §§5100 et seq.

8. REJECTION OF BIDS AND WAIVER OF IRREGULARITIES

The District reserves the right to reject any or all Bid Proposals, to contract work with whomever and in whatever manner the District decides, to abandon the Work entirely, and to waive any informality or non-substantive irregularity in any Bid Proposal or in the bidding as the interests of the District may require.

9. AWARD OF CONTRACT

Acceptance of a Bid Proposal occurs upon Award of Contract. Under Education Code §17604 the Contract for Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest responsive Bid Proposal, and in accordance with the applicable provisions of the Instructions to bidders and the Bid Proposal form.

10. AMENDMENTS

The terms and conditions contained in the Notice to Bidders, Bid Proposal Form, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement and any other document that comprises this Invitation to Bid herein, shall be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued during the time of bidding shall form a part of this Invitation to Bid and shall constitute a part of the contract documents.

11. MODIFICATIONS TO BID/CONTRACT DOCUMENTS

Any modification, qualification, exception, or change made to the District's terms, instructions, conditions, specifications, or agreement shall be grounds for rejection of bid.

12. DELIVERY OF BONDS AND CERTIFICATES, ETC.

Unless otherwise specified herein, the successful bidder shall, within five (5) calendar days after notice by the District, deliver "Certificate of Insurance" and other required documents. In the event the Bidder to whom an award is made fails or refuses to deliver such documents, the District may award the work to the next lowest responsible Bidder, or may reject all bids and call for new bids.

13. EVIDENCE OF RESPONSIBILITY

Upon request by the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

14. QUALIFIED BIDDERS

The District intends to solicit bids from suppliers currently established in business, with the proper qualifications and experience to furnish the items called for in this Invitation for Bids. District, at its discretion, may ask for evidence in the form of dealer and/or training certifications, business license, or any other documentation the District feels will validate the bidders qualifications.

15. INSPECTION OF FACILITIES

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. The District may request to review the bidder's current Hazard Analysis Critical Control Points (HACCP) food safety system for their facility in order to insure optimum storage and distribution practices. If the District determines that after such inspection the bidder is not capable of performance within the District's standards, their bid will not be considered. The findings and decisions of the District shall be final.

16. PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the products and services required. Service is an award factor. A bidder's past delivery and performance practices relating to any previous or existing contracts will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, disqualifying the bidder for contract award.

17. MATERIALS/PRODUCTS REQUIREMENTS

A binding contract resulting from this Bid shall mean all items will be furnished as specified herein.

18. CONTAINER COSTS AND DELIVERY

All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the Federal, County, State and City laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

19. PALLET CHARGES

The District will not pay separate pallet charges.

20. ITEM QUANTITIES

The quantity for each item listed in the Quotation Sheet(s) is an estimate only and therefore approximate. The District may purchase substantially more or less of a particular item and is in no way obligated to purchase, or to pay for any un-purchased quantities indicated in the Quotation Sheet(s).

21. BID NEGOTIATIONS

A response to any specific item of this bid with terms such as “negotiable”, “will negotiate”, or similar, will be considered non-responsive to that specific item, or in the case of a lot award, non-responsive to the bid.

22. F.O.B. DESTINATION PRICING

Bidders shall quote prices F.O.B. Destination to the District delivery location specified. Prices should be stated in the units specified and bidders should quote each item separately. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges.

23. TAXES

The District will compute the State sales and use taxes. Federal excise taxes are not applicable to school districts.

24. DISCOUNTS

Prompt payment discounts which the Bidder desires to provide the District must be stated clearly on the “Prompt Payment Discount Terms” form contained herein. Prompt payment discounts of less than ten (10) days will be considered net. Prompt payment discounts, when given, will be applied to the entire billing period and will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If the delivery date is later than date of receipt of invoice, the billing date will coincide with delivery and acceptance date.

Prompt payment discounts offered will be applied at time of payment and shall not be considered in the award calculation.

25. SAMPLES AND PRODUCT EVALUATION

The District may require samples of any products listed on the bid. Within three (3) working days of request by the District, the bidder shall submit, at no charge to the District, one (1) case sample for each item offered and requested for evaluation. Request shall be telephonic, via electronic mail or by facsimile. Each sample shall be labeled with the bid number and product item number. Samples shall be submitted directly to:

San Diego Unified School District
Food and Nutrition Services Department
6735 Gifford Way, Room #5
San Diego, CA 92111-6509
Attention: Farm to School Specialist

Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in the bidder’s disqualification for contract award.

Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. The decision of the District shall be final.

26. BUY AMERICAN PROVISION

Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the “Buy American” provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, bidders shall provide certification of the origin of food products.

27. LOCAL PRODUCE PROGRAM

Bidder shall outline their company’s local produce program. The outline shall include a list of the names of local farmers that work with the Bidder. Bidder shall provide a list of some of the products that may be available to the District from these local farms. Specifically, the District is interested in products that may be available in quantities sufficient enough to handle the large volume needs of the District. Bidder shall provide the location of local farms so that the District can evaluate the farms that might be able to provide products to the District per the District’s three (3) tiered definition of local as outlined below. Bidder shall also complete “Attachment A, Whole Fruits and Vegetables” which is included in this bid document. The document lists various local produce items and quantities that were used by the District in 2015-16. **The information provided by the bidder in Attachment A will not be a factor in the determination of award of this contract.**

Locally Grown. The term locally grown refers to fresh or lightly processed fruits and vegetables which have been grown and/or raised within the area defined below. Foods which are manufactured in San Diego, but do not contain food grown or raised within the area defined by San Diego Unified to be local, will be considered to be a *locally manufactured* food product, not *locally grown* and they should be tracked and marketed as such.

The District has a three (3) tiered definition of local that applies to fresh (raw, cut) and value added (nuts, tofu, etc.) products:

1. San Diego Local- Grown/processed within San Diego County.
2. Regional- Grown/processed within 250 miles of San Diego County border and is within the state of California.
3. California- Grown/ processed within the State of California.

Local Farms. Farms which grow or raise food within the area defined by the District to be San Diego Local, Regional and California Grown and adhere to the standards outlined below:

1. Local farms are to be no larger than 500 acres.
 - a. Preference will be given to farms that are 300 acres or less.
 - b. Exceptions may be made for farms that qualify as California grown in this category.
2. Local farms shall grow no less than five crops per 500 acres.
 - a. Preference will be given to San Diego Local and Regional farms that grow no less than five crops per 300 acres.

3. Local farms shall grow food with no detectable pesticide residues on/in final food products.
 - a. When possible, local farms are to use Integrated Pest Management (IPM) techniques. No IPM certification is required.
4. Local farms shall utilize 50% or greater of their human labor power when growing, harvesting, packing and selling their food.
 - a. Exceptions may be made for farms that qualify as California grown in this category.
5. Local farms shall be able to deliver product to the District's contracted produce vendor within 72 hours of harvest.
6. Local farms shall not pre-treat, wash or clean raw or lightly processed foods with toxic detergents or cleansing agents such as bleach, ammonium or others not listed here.
7. Local farms must be willing and capable of working with or delivering directly to the District's contracted produce vendor.
 - a. Local farms must be willing to meet basic variety, grading and packing standards of the contracted produce vendor.
8. Local farms shall be able to provide experiential educational opportunities for District students such as farm tours.

28. METHOD OF PRICING

The produce items listed on the Quotation Sheets in this bid are classified into three sections: **Section I** for fresh whole fruits and vegetables, **Section II** for fresh prepared/processed fruits and vegetables, **Section III** for fresh locally sourced fruits and vegetables.

Section I: Fresh Whole Fruits and Vegetables

Bidder shall offer one percentage figure on the Quotation Sheets for all items listed in Section I. The percentage figure will represent the amount bidder will charge above or below the "mostly" market prices given for the Los Angeles Terminal Prices, Fruit and Vegetable Market News, provided by the Federal Market News Services, United States Department of Agriculture, for the day preceding delivery to the District. The Internet addresses for the Los Angeles Terminal Prices, fruit and vegetable markets are, respectively, http://www.ams.usda.gov/mnreports/HC_FV010.txt and ... /HC_FV020.txt.

Where the "mostly" market prices are given as a price range, the percentage will be applicable to the average price for the range.

The approximate value (estimated expenditures) of Section I is estimated to be \$1,800,000.00 per year.

Section II: Fresh Prepared/Processed Fruits and Vegetables

Bidder shall offer one firm, fixed price for each item offered on the Quotation Sheets for all items listed in Section II.

Section III: Fresh Locally Sourced Fruits and Vegetables

Bidder shall offer one percentage figure on the Quotation Sheets for Section III. The percentage figure will represent the percentage mark-up bidder will charge above the cost of the locally sourced product. **The percentage mark-up for Section III shall only apply to items defined as San Diego Local.**

The approximate value (estimated expenditures) of Section III is estimated to be \$200,000.00 per year.

Bidder shall not restrict quotations for any item to minimum order value or minimum order quantity. Bids stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of bid.

Errors in price computation on the Quotation Sheets do not relieve bidder from holding percentage (Section I and Section III) or price (Section II) offered. Veracity of prices or percentage figure submitted in this proposal is the sole responsibility of the bidder.

29. METHOD OF AWARD

The bid shall be awarded as one lot to the low responsive and responsible bidder meeting bid terms, conditions and specifications.

The value of Section I is estimated to be \$1,800,000.00 per year. This value will be multiplied by the percentage above (positive) or below (negative) the “mostly” market prices, as quoted on the Quotation Sheets, for all items in Section I, and added to the estimated value.

The value of Section II shall be determined by multiplying each line item quantity by the unit price offered for all items in Section II to achieve an extended total price for each line item. Finally, all line item extended totals will be summed to arrive at a total value for Section II.

The value of Section III is estimated to be \$200,000.00 per year. This value will be multiplied by the percentage mark-up offered by the bidder in Section III, and added to the estimated value.

The award will be computed and the low bidder determined by summing the totals from Section I, Section II, and Section III to arrive at a grand total.

30. FOOD DEFENSE

Bidder’s distribution facility must be registered with the Food and Drug Administration and meet the requirements outlined in the Public Health Security and Bioterrorism Preparedness and Response Act (Public Law 107-188, Section 305). For further information, visit the FDA’s official site at www.cfsan.fda.gov/~dms/fsbtac12.html. Failure to register prior to the close of the bid shall result in the bidder’s disqualification for contract award.

31. BIDDERS INTERESTED IN MORE THAN ONE BID; NON-COLLUSION DECLARATION

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless special bid conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices of materials to a bidder is not thereby disqualified from itself submitting a bid or quoting prices to other bidders, or from submitting a Bid Proposal itself to the District. The Non-Collusion Declaration form included in the bid documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid proposal will render the bid non-responsive.

32. DRUG FREE WORKPLACE CERTIFICATE

In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal. The successful bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful bidder to comply with the measures outlined therein may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

33. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

The bidder is solely and exclusively responsible for employment of individuals for the work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

34. DEBARMENT

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As part of bid responsiveness, District will verify the successful bidders' and his listed subcontractors' status prior to award of contract. Any successful bidder found on the Federal debarment list will be rejected as non-responsive. Information on debarment is available at the following website: www.sam.gov.

35. EQUAL BIDS

In accordance with Public Contract Code §20117, in the event that equal Bids are received, the successful Bidder shall be randomly selected through a drawing.

36. BID PROTEST PROCEDURE

Per Administrative Appeals to San Diego City Schools Procurement Actions, an administrative appeal procedure will be used to protest the decision regarding a bid's responsiveness. To initiate the appeal procedure the aggrieved party shall submit, in writing, a protest or appeal to the Strategic Sourcing and Contracts Officer. The protest or appeal shall include the basis for the protest or appeal, and the relief sought must include all of the reasons why the bidder believes it is responsive and/or responsible, including any supporting documentation.

Any protest must be submitted within five (5) business days after the date of mailing by the District of a letter to the bidder advising it of the proposed recommendation that it be declared non-responsive or responsible, and the reasons for that recommendation.

Upon receipt of a protest or an appeal the Strategic Sourcing and Contracts Officer shall respond in writing to the protest or appeal within five (5) days or shall give notice to the protesting or appealing party within five (5) days that a hearing is required to present the facts concerning the protest or appeal. Such notice shall be in writing. A protest of a decision to award or of an award shall be submitted not later than the tenth (10) day at 4:30 p.m. after the date of mailing by the District of a letter to the contractor/vendor advising it of the final selection and recommendation to the Governing Board.

BID PROPOSAL

TO: SAN DIEGO UNIFIED SCHOOL DISTRICT, a California Public School District, acting by and through its Board of Education ("the District").

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Fax)

(Email Address)

(Name(s) of Bidder's Authorized Representative(s))

(Signature)

(Date)

Bid Proposal

Bid Proposal Amount. Pursuant to and in compliance with the Notice to Bidders – Invitation to Bid, the Instructions to Bidders and the other documents relating thereto, the undersigned Bidder having reviewed the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete Work described as:

GD-17-0039-26 FRESH PRODUCE

in accordance with the Contract Documents as set forth above as follows:

Method of Determining Low Bidder:

The bid shall be awarded as one lot to the low responsive and responsible bidder meeting bid terms, conditions and specifications.

The value of Section I is estimated to be \$1,800,000.00 per year. This value will be multiplied by the percentage above (positive) or below (negative) the "mostly" market prices, as quoted on the Quotation Sheets, for all items in Section I, and added to the estimated value.

The value of Section II shall be determined by multiplying each line item quantity by the unit price offered for all items in Section II to achieve an extended total price for each line item. Finally, all line item extended totals will be summed to arrive at a total value for Section II.

The value of Section III is estimated to be \$200,000.00 per year. This value will be multiplied by the percentage mark-up offered by the bidder in Section III, and added to the estimated value.

The award will be computed and the low bidder determined by summing the totals from Section I, Section II, and Section III to arrive at a grand total.

Acknowledgment of Bid Addenda: In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ **No Addenda Issued**
(initial)

_____ **Addenda Nos.** _____ received, acknowledged and
(initial) incorporated into this Bid Proposal.

Rejection of Bid; Holding Open of Bid: It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instructions to Bidders.

Documents Accompanying Bid: The undersigned Bidder has submitted with this Bid Proposal the following:

Bid Proposal Form
Agreement
Prompt Payment Discount
Non-Collusion Declaration
Drug-Free Workplace Certification
Quotation Sheets

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions to Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

Requirements of Low Bidder Recommended for Award of Contract: It is understood and agreed that if written notice of the acceptance of this Bid Proposal demonstrated by Bid Tabulation thereon is mailed, electronically transmitted, or delivered by the District to the undersigned after the opening of Bid Proposals, the undersigned will execute and deliver to the District all required documents in accordance with the Bid Proposal as detailed above and in the Instructions to Bidders. All of the foregoing shall be in conformity with applicable requirements set forth in the Invitation to Bid, the Instructions to Bidders and in each of the foregoing Documents. Failure of the Bidder recommended for award to strictly comply with the preceding may result in the District's rescission of the award of the Contract. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the Contract Documents.

Notices: All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Legal Status: The undersigned Bidder's legal status is _____
(i.e., corporation, sole proprietorship, partnership, LLP).

Federal Tax ID NO. _____

Confirmation of Figures: By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

Acknowledgment and Confirmation: The undersigned Bidder acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial resources to complete the Work for the amount bid herein within the Contract Time and in accordance with these contract documents.

By: _____	_____
(Signature)	(Date)
_____	_____
(Typed or Printed Name)	(Title)

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this ____ day of _____, 20__ at

(City, County and State)

By: _____
(Signature) (Date)

(Typed or Printed Name) (Title)

(Address) (Phone/Fax with area code)

(City/State/Zip) (Email Address)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at San Diego, California

By: _____ (Signature) _____ (Date)

(Typed or Printed Name) (Title)

PROMPT PAYMENT DISCOUNT

Bidders are advised that prompt payment discounts of 10 days or more are acceptable. Prompt payment discounts of less than 10 days are not acceptable and will be considered NET 30 days. Net payments are normally paid within 30 days.

Quotation Subject To Prompt Payment Discount of:

_____ % _____ Days

IMPORTANT NOTE:

Products you quote in this bid are to be based on FOB San Diego delivery locations. Only prices FOB San Diego will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to bid terms and conditions.

Prompt Payment Discounts offered will be applied at time of payment and shall not be considered in the award calculation.

NOTE:

Bidder must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank in the "Days" space will negate any offer. Any discount of less than 10 days will be considered as NET 30.

AGREEMENT

THIS AGREEMENT is entered into by and between the **SAN DIEGO UNIFIED SCHOOL DISTRICT**, a California Public School District hereinafter "District" and _____, "Contractor".

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Contractor shall perform and render all services as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

FRESH PRODUCE

2. **Contract Term.** The term of this Agreement shall commence on July 1, 2016 and continue through June 30, 2017, and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted, and paid for by the District.
3. **Compensation.** Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

The District's payment is in accordance with the Terms and Conditions contained herein and awarded Contract Pricing and all documents attached hereto.

4. **Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.
5. **Termination.** This Agreement may be terminated by the District upon thirty (30) days written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract.
6. **Method of Payment.** Contractor will be paid upon receipt and acceptance of materials, supplies and services specified. For prompt payment, billing must be made according to the method outlined in the Special Conditions, paragraph 16 "Invoicing."
7. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders
Non-Collusion Declaration
Prompt Payment Form
General Conditions
Specifications

Bid Proposal
Agreement
Drug-Free Workplace Certificate
Special Conditions
Bid Addenda Nos. _____
Quotation Sheets

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Contractor, by execution of the Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.
9. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

CONTRACTOR**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By: _____
(Signature)

By: _____

Arthur S. Hanby, Jr., CPPO, C.P.M., CPPB, A.P.P

Title: _____

Title: Strategic Sourcing and Contracts Officer

Date: _____

Date: _____

Contractor Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____ FAX: _____ Email: _____

APPROVED AS TO FORM AND LEGALITY

Approved in a public meeting of the Board of
Education of the San Diego Unified School District
on _____

Sandra T.M. Chong, Assistant General Counsel
San Diego Unified School District

Cheryl Ward, Board Action Officer
San Diego Unified School District Board of Education

1. RESPONSIBILITY FOR SUPPLIES AND MATERIALS

The Contractor shall be responsible for all items delivered to District's designated delivery point, regardless of the point of inspection upon delivery and notification of acceptance by the District of said items, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results, from the negligence of District officers, agents, or employees acting within the scope of their employment. The Contractor shall bear all risks as to rejected supplies or items after notification of such rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of employment.

2. SAFETY REQUIREMENTS

The District reserves the right to reject any materials, supplies, and equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representative shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Specifically, all weld areas shall be smooth; exposed pipe or tube ends shall be capped or plugged in such a manner that it leaves only a smooth, protected end; all chains or railings shall be finished smooth and free of any burrs or sharp edges. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners. Any equipment rejected as unsafe shall either be corrected by or returned to the Contractor at no expense to the District. All materials and equipment must comply with OSHA and CALOSHA requirements.

3. EXCUSE FOR NONPERFORMANCE--FORCE MAJEURE CLAUSE

The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

4. ASSIGNMENT

The Contractor shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

5. DELAY DUE TO UNFORESEEN OBSTACLES

All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Contractor, or any agent or person employed by said Contractor, shall be sustained by the Contractor. The Contractor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

6. TERMINATION

The District shall have the right to terminate this contract and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

- A. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Seller shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Seller shall maintain complete and accurate records to support Seller's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
 - 1. In no event shall Seller be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
 - 2. Seller shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
- B. **For Default** — The District may by written notice to Seller, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
 - 1. If Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
 - 2. If Seller fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
 - 3. If Seller: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

7. INDEMNIFICATION

- A. To the fullest extent allowable by law, Contractor agrees to defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, or disclosure of confidential information which might be obtained by Contractor during performance of this

Agreement; except where caused by the sole negligence or willful misconduct of the Indemnified Parties.

- B. Contractor's obligations hereunder shall include the obligation to defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims asserted, or liability established, for damages or injuries to any person or property which may arise from, or are connected with, or are caused, or claimed to be caused, by the contractor's failure to comply with all of the requirements contained in Education Code, §45125.1, including, but not limited to, the requirement prohibiting the Contractor from using employees who may have contact with pupils who have been convicted of, or have charges pending for, a felony as defined in Education Code §45125.1.
- C. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

8. DAMAGE TO DISTRICT PROPERTY

Any damage caused by the Contractor to District property shall be repaired to its original condition at Contractor's expense.

9. PREVAILING LAW

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Agreement, or any other document forming a part of this Invitation to Bid, and b) 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.

10. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications 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 San Diego County.

11. DIVERSITY PROGRAMS

It is the policy of the State of California to afford all persons in public schools regardless of their age, disability, gender, gender identity, gender expressions, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in §422.55 of the Penal Code, equal rights and opportunities in the educational institutions of the state (Education Code §200).

12. GRATUITIES

District policy precludes employees from accepting any gifts or gratuities from contractors. Rebates or any other form of commission or discount must be issued to the San Diego Unified School District.

1. INSURANCE

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

A. General

1. As specified below, the Contractor shall procure and maintain, for the duration of the Project, insurance of the types and limits specified below sufficient to protect Contractor and the District from any and all claims or liabilities for injuries to persons or property which may arise from or be connected to the Work to be performed under this Agreement. Any deductibles or self-insured retentions must be declared to and approved by the District.
2. The Contractor shall not be permitted to commence work, nor allow any subcontractor to commence work under this Agreement until he or she has obtained all insurance required hereunder and has provided to the District certificates evidencing such insurance, including all required endorsements.
3. All insurance required under this Agreement shall be provided by a surety admitted to transact business in the State of California and having a current Best's Key Rating of A: -VI or better. With respect to Workers' Compensation Insurance, exceptions may be made for the State Compensation Fund when not specifically rated.
4. The Contractor shall name the District and its Board of Education as an additional insured on the General and Auto Liability policies required hereunder. For any claims related to the Project, the Work, or this Agreement, Contractor's insurance shall be primary as respects the District, its officers, officials, employees, consultants and volunteers. Any insurance or self-insurance maintained by the District shall be excess **only** and non-contributing.
5. Certificate of Insurance shall be filed with the Strategic Sourcing and Contracts Department of the District, and shall have the following included clause:

"This policy shall not be canceled or reduced in required amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice"
6. Certificates of insurance shall state in particular those insured(s), the extent of insurance, location and operation to which the Insurance applies, expiration date, and the cancellation and reduction notice.

B. Workers' Compensation Insurance

1. The Contractor shall provide, during the life of this contract, Workers' Compensation Insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide Workers'

Compensation Insurance for all the latter's employees, sufficient to protect Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefits which are applicable to the Work to be performed. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Contractor's insurance.

2. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.

C. General Liability and Property Damage Insurance

The Contractor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth.

D. Minimum Limits of Insurance:

- | | | |
|----|---|-------------|
| 1. | General Liability (Products/Completed Operations) | \$2,000,000 |
| 2. | Auto Liability
(Comprehensive Form, Owned, Non-Owned, Hired) | \$1,000,000 |

2. DISTRICT REPRESENTATIVE

Upon award, the District's Strategic Sourcing and Contracts Representative administering this contract is:

Eric Schoeppler, Contract Specialist
Strategic Sourcing and Contracts
2351 Cardinal Lane, Building M
San Diego, CA 92123
858-522-5813
eschoeppler@sandi.net

3. EMPLOYEE FINGERPRINT VERIFICATION

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending

felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor's employees under Education Code §45125.2(a)(3).

4. CONTRACTOR'S CONDUCT ON DISTRICT PROPERTY

- A. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- B. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.
- C. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- D. Contractor shall check in with site administrator upon arrival at District site.
- E. Contractor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- F. Use of student restrooms *for any reason* is prohibited.
- G. Contractor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Contractor or Contractor's employees removed from District property and permanently barred from providing any service to any District site.

5. PRODUCT QUALITY CONTROL

The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default. All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever are higher.

Contractor shall follow appropriate procedures for a First-In First-Out (FIFO) stock rotation system.

All prepared produce must be screened by a metal detector to insure that product does not contain metal objects.

Age of finished prepared product shall be no more than three (3) days old upon receipt by the District. Unopened prepared produce must be guaranteed to remain in fresh, crisp condition for at least five (5) days after delivery.

In the event of a product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin.

Contractor shall notify District if any processed raw food products are not supplied domestically and originating from outside of the United States.

6. QUALITY TESTING

The District reserves the right, at Contractor's expense, to submit sample products for testing by a public laboratory every to determine wholesomeness and adherence to bid specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and any other specification requirement.

If the tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the Contractor shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to the District for the full value of the returned product or offer immediate replacement at no cost to the original site.

Recurring incidents of products not meeting the minimum specifications in this bid, as determined by a public testing laboratory, may be cause for default and consequently termination of this contract.

7. INFERIOR PRODUCE

The Contractor agrees to permit inspection of the fruits and vegetables delivered by a representative of the District's Food and Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

8. PACKAGING

All prepared produce is to be packed in heavy duty, pinhole free, food grade plastic bags, preferably heat-sealed, and is required to carry legible, open code dating **on each bag** to indicate processing date of item. If production date is coded, the Contractor shall be required to provide key to decode information at the District's request.

Partial cases of produce are to be packaged 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 or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

9. ORDERING CONDITIONS

The District intends to utilize an online ordering system, if available, that is provided by the Contractor. Contractor shall provide any necessary training to District staff in order to implement the online ordering system. There shall be no charge to the District for using Contractor's online ordering system. If no online ordering system is available, or at the discretion of the District, the Contractor shall be required to utilize order forms designed by Food and Nutrition Services and generated by the District cafeteria sites. Each order will include the following: the district assigned order number for the product, quantity, approved product code and an abridged product description. Contractor will be provided with cafeteria orders no later than two business days prior to the next scheduled delivery date. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery.

10. ORDER SIZE/MINIMUM

Regular orders shall be subject to a \$250.00 minimum. There shall be no minimum order requirements for emergency deliveries.

11. ESTIMATED QUANTITIES

The quantities listed on the Quotation Sheet(s) are estimated quantities only and may be ordered on a scheduled or as-needed basis, unless otherwise specified herein. The District shall not be obligated to purchase any particular quantity of goods, nor may the Contractor invoice for any unused quantities upon termination of the contract.

12. PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS

The District will not allow substitutions without prior approval. In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally and in writing at least 24 hours prior to scheduled delivery to the Farm to School Specialist. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Farm to School Specialist at the District Food and Nutrition Services office (858/627-7323) in order to qualify for payment.

13. DELIVERY INSTRUCTIONS

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations is provided on page S-2.

The Contractor shall be required to make direct deliveries to the District cafeteria sites between 6:00 a.m. and 1:00 p.m. up to three (3) times weekly. Delivery days shall be determined by the District. **If a District holiday occurs on a normal scheduled delivery day, the District shall have the option of receiving a delivery on the next school day following the holiday.**

The Contractor shall be required to provide a special bulk produce delivery to a District identified central delivery location by 5:30 a.m. following an extended school holiday or break. Orders shall be separated by preparation kitchen and invoiced separately.

The Contractor shall notify the District immediately of any known delivery delays. For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Food and Nutrition Services central office or Strategic Sourcing and Contracts Department ONLY. There is no minimum order requirement for emergency orders.

14. DELIVERY CONDITIONS

The Contractor's delivery driver shall check in with the Food and Nutrition Services Supervisor or designated representative upon arrival at the cafeteria site prior to unloading product into the kitchen. Food and Nutrition Services staff members shall not be required to enter Contractor's vehicles to verify any issues related to the delivery.

Prepared produce shall be loaded on the delivery vehicle at a product temperature not to exceed 41° Fahrenheit and transported via refrigerated truck in such a manner that the food product shall maintain and arrive at its destination with product temperature not to exceed 45° Fahrenheit. The District may reject any prepared produce that arrives at a temperature of 45° or higher.

15. CREDIT MEMOS

The Contractor's delivery driver shall provide each location with a credit at the time of delivery for all merchandise short on delivery, or damaged or spoiled product necessitating a return or reorder. A copy of this credit, priced and extended, shall be mailed with the corresponding invoice to the District's Food and Nutrition Services Accounting Department.

16. INVOICING AND BILLING PERIOD

The billing period shall begin on the first day of each month and shall end on the last day of each month.

All invoices shall include the following information:

1. Contractor's name, address, and telephone number
2. Contractor's invoice number and date
3. Designated line for District signature
4. Ship to address
5. Product description
6. Product quantity for each item ordered
7. Unit and extended price for each item on order
8. Total price of order/invoice

The Contractor will be paid in accordance with payment terms herein upon receipt of summary invoices for previous month's billing period. Deliveries for the last day of the billing period must be included on the summary invoice for that billing period. Separate summary invoices shall be rendered for each school, with the school number prefacing the name. For prompt payment, billing must be accurate in all details, and invoices must be submitted to:

San Diego Unified School District
Food and Nutrition Services Accounts Payable, Room 3141
4100 Normal Street
San Diego, CA 92103

The summary invoices with the corresponding delivery documents attached must be received in the District Food and Nutrition Services accounting department within five working days after the billing period in order to facilitate payment.

Cash discount will be applied to payment for the entire billing period. Terms of Net 10 days or more will be considered.

17. VERIFICATION OF PRICING

The Contractor shall provide the District's Food and Nutrition Services and Accounting departments with a copy of the Los Angeles Terminal Prices, Fruit and Vegetable Market News, provided by the Federal Market News Services, United States Department of Agriculture. The report shall be dated no more than three (3) days from the date of the corresponding invoices/delivery tickets to school sites (e.g., Thursday report for previous Wednesday and following Monday deliveries). These reports shall be forwarded twice weekly and shall serve as the means to verify the cost plus/minus percentage pricing quoted in Section I of this bid.

The reports may be sent via fax as follows:

Food and Nutrition Services Department - 858-565-6378 and Food and Nutrition Services Accounting Department - 619-725-7748.

18. USAGE FIGURES

Contractor shall furnish the District with accurate usage figures of the items under contract and shall submit the total District usage of each item quarterly and year-to-date. The usage figures are to be received by the District within ten (10) working days after the end of the last month of the quarter. Usage figures shall be sent directly to:

San Diego Unified School District
Food and Nutrition Services Department
Attn: Farm to School Specialist
6735 Gifford Way
Room #5
San Diego CA 92111

The quarterly periods are July through September; October through December; January through March; and April through June. Failure to provide usage figures may result in default and consequently termination of the contract.

19. NOTIFICATION OF NON-DOMESTIC PRODUCTS

Contractor shall notify the District's Farm to School Specialist when products are sourced from outside the United States. The Farm to School Specialist will determine whether these non-domestic products are acceptable and if any substitutions will be made.

20. LOCAL FOOD/PRODUCE REPORTING REQUIREMENTS

Contractor shall track the District's local produce purchases separately from the District's non-local produce purchases. In addition to the usage figures provided quarterly (see paragraph 18, page S-7), Contractor shall provide usage reports for local produce purchases to the District on a monthly basis. The report shall include the total volume purchased of each item in cases and/or pounds, along with the total dollar amount spent by the District for each local produce item. The report shall also identify the farm name and the city where the food was grown and note which tier of local sourcing (see paragraph 27, page I-6) applies to the local product.

Upon request by the District, Contractor shall provide to the Food and Nutrition Services Department the costs paid to local farmers for products delivered to the District. Cost reports should be supported by invoices from the local farms related to each item. Invoices should clearly indicate the net price paid to the farmer on a per pound and/or a per case basis.

Upon request by the District, Contractor shall provide grower profiles for locally sourced items which include detailed information about growers operations, locations, and farms.

Contractor shall provide Food and Nutrition Services with seasonal product availability and price listings of local produce twice monthly.

21. ON-SITE REPRESENTATIVE

The Food and Nutrition Services Department may require the Contractor to provide a member of the Contractor's staff at the Food and Nutrition Services office at 6735 Gifford Way up to once every two weeks for a one (1) hour period each visit. The staff member provided by the Contractor shall have sufficient authority to make decisions on the Contractor's behalf. The purpose of the visits will be to develop seasonal sourcing strategies and menu options to facilitate cost effective products for the District. Actual dates and times will be negotiated between Food and Nutrition and Services and the Contractor.

22. CONTRACT PROGRESS MEETING

The successful Contractor shall be required to attend "Contract Progress Meetings" as requested by the District during the term of this agreement. At these meetings the District will appraise the Contractor of how the District assesses the Contractor's performance under this agreement/contract. Additionally, the Contractor shall appraise the District of any operational problems being experienced.

23. PERIODIC FACILITY INSPECTION

The District may, during regular business hours, inspect Contractor's warehouse and distribution facility. Contractor shall provide an employee to escort District personnel at no additional charge to the District. The District will provide Contractor with a minimum of twenty-four (24) hour notice of intention to inspect facility.

24. ADDITIONAL ITEMS/DELETIONS

The District reserves the unconditional right to add other items to the contract. Prices for additional items will be negotiated.

The District reserves the right to delete any item with thirty (30) days written notice.

25. PURCHASES OUT OF CONTRACT

The District reserves the right to purchase similar items from other sources.

26. CONTRACT TERM AND RENEWAL

The contract term shall be from July 1, 2016 through June 30, 2017.

The District reserves the unconditional right to renew this agreement for two (2) additional one-year terms. The District shall provide the Contractor with a sixty (60) day written notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement. **Any price increase requested must be justified and proven by submission of documentation.** The District shall review and analyze all requests for price increase(s), based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

Any decrease in prices of the items listed herein should result in a decrease in prices to the District for the balance of the contract period, or for as long as the lower prices are in effect.

27. MISCELLANEOUS CHARGES

Contractor shall not add extra charges (i.e. delivery, fuel surcharge, etc.) to their invoices.

DELIVERY LOCATIONS

- | | | |
|---|---|--|
| 1. #302 Bell Middle School
620 Briarwood Road
San Diego, CA 92139
(619) 475-5693 | 10. #312 Mann Middle School
4345 54th Street
San Diego, CA 92115
(619) 287-1656 | 19. #356 San Diego High School
1405 Park Boulevard
San Diego, CA 92101
(619) 525-7455 |
| 2. #322 Clark Middle School
4388 Thorn Street
San Diego, CA 92105
(619) 344-4260 | 11. #313 Marston Middle
3799 Clairemont Drive
San Diego, CA 92117
(858) 483-6305 | 20. #368 SCPA
2425 Dusk Drive
San Diego, CA 92139
(619) 267-9312 |
| 3. #307 CPMA at Kroc
5050 Conrad Avenue
San Diego, CA 92117
(858) 800-5561 | 12. #349 Mira Mesa High School
10510 Reagan Road
San Diego, CA 92126
(858) 693-3352 | 21. #359 Scripps Ranch High
10410 Treena Blvd.
San Diego, CA 92131
(858) 578-7614 |
| 4. #334 Crawford High School
4191 Colts Way
San Diego, CA 92115
(619) 229-8156 | 13. #350 Mission Bay High School
2475 Grand Avenue
San Diego, CA 92109
(858) 483-7624 | 22. #357 Serra High School
5156 Santo Road
San Diego, CA 92124
(858) 496-8355 |
| 5. #335 Gompers Middle School
1005 47th Street
San Diego CA 92102
(619) 262-0817 | 14. #316 Montgomery Middle School
2470 Ulric Street
San Diego, CA 92111
(858) 397-6615 | 23. #355 University City High School
6949 Genesee Avenue
San Diego, CA 92122
(858) 535-0582 |
| 6. #338 Hoover High School
4474 El Cajon Blvd.
San Diego, CA 92115
(619) 344-4560 | 15. #352 Morse High School
6905 Skyline Drive
San Diego, CA 92114
(619) 262-1743 | 24. #329 Wilson Middle School
3838 Orange Avenue
San Diego, CA 92105
(619) 362-3460 |
| 7. #307 Lincoln High School
4777 Imperial Avenue
San Diego, CA 92113
(619) 266-6509 | 16. #319 O' Farrell Comm School
6130 Skyline Drive
San Diego CA 92114
(619) 262-1517 | 25. #804 Food Service Options
1005 47th Street
San Diego, CA 92102
(619) 262-0817 |
| 8. #346 Madison High School
4833 Doliva Drive
San Diego, CA 92117
(858) 496-8410 | 17. #321 Pershing Middle School
8204 San Carlos Drive
San Diego, CA 92119
(619) 460-4305 | 26. #332 Clairemont High School
4150 Ute Drive
San Diego, CA 92117
(858) 273-0201 |
| 9. #340 Kearny High School
7651 Wellington Street
San Diego, CA 92111
(619) 496-8370 | 18. #354 Point Loma High School
2335 Chatsworth Boulevard
San Diego, CA 92106
(619) 223-3121 | 27. #336 Henry High School
6702 Wandemere Drive
San Diego, CA 92120
(619) 286-7700 |

SCOPE

The purpose of this Invitation to Bid is to provide the San Diego Unified School District Food and Nutrition Services department with a source for the purchase and delivery of fresh produce, including locally sourced produce for the term of the contract and any renewal periods.

The District shall not be obligated to procure any particular quantity of goods. Actual quantities purchased may vary significantly from the estimated quantities.

SPECIFICATIONS

All items called for under this invitation for bids must conform to the requirements and specifications set forth on the Quotation Sheets.

BACKGROUND

The San Diego Unified School District Food and Nutrition Services Department is continually striving to promote healthy food options to its students. Food and Nutrition Services established a Farm to School program in 2010 to increase children's participation in the school meal program and promote consumption of fruits and vegetables, thereby improving childhood nutrition, reducing hunger, and preventing obesity and obesity related diseases. To help meet these goals, Food and Nutrition Services is seeking to enhance the health of school meals by decreasing the distance food travels between farmers and students. Food and Nutrition Services strives to achieve this goal by working with vendors who can cultivate relationships with various types of local farmers that can provide local products to the District.

The Farm to School program connects K-12 schools and local farms with the objectives of serving healthy meals in school; improving student nutrition; providing agriculture, health and nutrition education opportunities; and supporting local and regional farmers.

QUOTATION SHEETS*This Is Not An Order*

San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

BID NO. GD-17-0039-26**QUOTATION SUBMITTED BY**

(Type or Write in Ink Your Firm
Name in the Space Below)

**SECTION I
FRESH VEGETABLES**

**PERCENTAGE ABOVE OR BELOW AVERAGE MOSTLY MARKET
FOR ALL ITEMS IN SECTION I (VEGETABLES & FRUITS).**

%

ITEM 1		ITEM 4		ITEM 7	
Name	Broccoli	Name	Carrots	Name	Cilantro
Grade	U.S. No. 1 (U.S. Fancy)	Grade	U.S. No. 1 or U.S. No. 1 Jumbo	Grade	U.S. No. 1
Size/Yield	14-18 bunches per box	Size/Yield	25 lb. per box	Size/Yield	30-60 bunches per case
Unit:	Bunch	Unit:	Pound	Unit:	Bunch
Variety:	_____	Variety:	_____	Variety:	_____
Origin:	_____	Origin:	_____	Origin:	_____
ITEM 2		ITEM 5		ITEM 8	
Name	Cabbage, Green	Name	Cauliflower	Name	Cucumber
Grade	U.S. No. 1	Grade	U.S. No. 1	Grade	U.S. Extra No. 1
Size/Yield	18-24 count per carton	Size/Yield	12-16 count per carton	Size/Yield	36 count
Unit:	Head	Unit:	Head	Unit:	Each
Variety:	_____	Variety:	_____	Variety:	_____
Origin:	_____	Origin:	_____	Origin:	_____
ITEM 3		ITEM 6		ITEM 9	
Name	Cabbage, Red	Name	Celery, Pascal	Name	Jicama
Grade	U.S. No. 1	Grade	U.S. No. 1	Grade	None specified
Size/Yield	18-24 count per carton	Size/Yield	24-30 count per carton	Size/Yield	Medium
Unit:	Head	Unit:	Bunch	Unit:	Pound
Variety:	_____	Variety:	_____	Variety:	_____
Origin:	_____	Origin:	_____	Origin:	_____

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San Diego Unified School District
 Strategic Sourcing and Contracts Department
 2351 Cardinal Lane, Bldg. M San Diego, CA 92123
 (858) 522-5813

BID NO. GD-17-0039-26

QUOTATION SUBMITTED BY
 (Type or Write in Ink Your Firm
 Name in the Space Below)

SECTION I
FRESH VEGETABLES, Continued

ITEM 10

Name Kale, Purple
 Grade U.S No. 1
 Size/Yield 18 count
 Unit: Head
 Variety: _____
 Origin: _____

ITEM 11

Name Lettuce, Green Leaf
 Grade U.S. No. 1 or Fancy
 Size/Yield 24 count
 Unit: Head
 Variety: _____
 Origin: _____

ITEM 12

Name Lettuce, Iceberg
 Grade U.S No. 1 U.S. Fancy
 Size/Yield 24 count
 Unit: Head
 Variety: _____
 Origin: _____

ITEM 13

Name Mushrooms
 Grade U.S. No. 1
 Size/Yield Medium. 10 lb. per case
 Unit: Pound
 Variety: _____
 Origin: _____

ITEM 14

Name Onions, Green
 Grade U.S. No. 1
 Size/Yield 48 count
 Unit: Bunch
 Variety: _____
 Origin: _____

ITEM 15

Name Onions, Dry, Red
 Grade U.S. Grade No. 1
 Size/Yield Jumbo or large medium. 25 lb. per case
 Unit: Pound
 Variety: _____
 Origin: _____

ITEM 16

Name Onions, Dry, Yellow
 Grade U.S. No. 1
 Size/Yield Jumbo or large medium. 50 lb per case
 Unit: Pound
 Variety: _____
 Origin: _____

ITEM 17

Name Parsley
 Grade U.S. No. 1
 Size/Yield 60 count
 Unit: Bunch
 Variety: _____
 Origin: _____

ITEM 18

Name Pea, Sugar Snap
 Grade U.S. No. 1
 Size/Yield 10 lb per case
 Unit: Case
 Variety: _____
 Origin: _____

ITEM 19

Name Peppers, Bell, Sweet, Green
 Grade U.S. No. 1
 Size/Yield Medium or jumbo. 25 lb. per case
 Unit: Pound
 Variety: _____
 Origin: _____

ITEM 20

Name Peppers, Bell, Sweet, Red
 Grade U.S. No. 1
 Size/Yield Medium or jumbo. 15 lb. per case
 Unit: Pound
 Variety: _____
 Origin: _____

ITEM 21

Name Potatoes, Russet
 Grade U.S. No. 1
 Size/Yield 10 ounce
 Unit: Pound
 Variety: _____
 Origin: _____

QUOTATION SHEETS*This Is Not An Order*

San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
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BID NO. GD-17-0039-26

QUOTATION SUBMITTED BY
(Type or Write in Ink Your Firm
Name in the Space Below)

**SECTION I
FRESH VEGETABLES, Continued****ITEM 22**

Name Potatoes, Round, Red
Grade U.S. No. 1
Size/Yield Size B
Unit: Pound
Variety: _____
Origin: _____

ITEM 23

Name Radish, Red Globe
Grade U.S. No. 1
Size/Yield 3/4" minimum diameter
Unit: 30 - 6 ounce film bag
Variety: _____
Origin: _____

ITEM 24

Name Spinach
Grade U.S. No. 1
Size/Yield 24 count
Unit: Bunch
Variety: _____
Origin: _____

ITEM 25

Name Spinach, Prewashed
Grade U.S. No. 1
Size/Yield 4-2.5lb bags per case
Unit: Case
Variety: _____
Origin: _____

ITEM 26

Name Summer Squash, Crookneck
Grade U.S. No. 1
Size/Yield Medium
Unit: Pound
Variety: _____
Origin: _____

ITEM 27

Name Summer Squash, Zucchini
Grade U.S. No. 1
Size/Yield Medium
Unit: Pound
Variety: _____
Origin: _____

ITEM 28

Name Tomatoes, Cherry
Grade U.S. No. 1
Size/Yield 12 baskets per carton
Unit: Basket
Variety: _____
Origin: _____

ITEM 29

Name Tomatoes, Grape
Grade U.S. No. 1
Size/Yield 12 baskets per carton
Unit: Basket
Variety: _____
Origin: _____

ITEM 30

Name Tomatoes, Red Ripe, Repacked
Grade U.S. No. 1
Size/Yield 6 x 6, 20 lb. (2 layer)
Unit: Case
Variety: _____
Origin: _____

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San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

BID NO. GD-17-0039-26**QUOTATION SUBMITTED BY**

(Type or Write in Ink Your Firm
Name in the Space Below)

**SECTION I
FRESH FRUITS**

*Fruit must be free from scars, bruises,
and unbroken skins.

ITEM 31

Name Apples, Fuji
Grade U.S. Fancy
Size/Yield 138 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 32

Name Apples, Gala
Grade U.S. Fancy
Size/Yield 138 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 33

Name Apples, Red Delicious
Grade U.S. Fancy
Size/Yield 138 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 34

Name Avocado, Hass
Grade U.S. No. 1
Size/Yield 40-48 count
Unit: Each
Variety: _____
Origin: _____

ITEM 35

Name Bananas, Green Tip
Grade None specified
Size/Yield 100-120 ct. 40 lb. per case
Unit: Pound
Variety: _____
Origin: _____

ITEM 36

Name Bananas, Green Tip*
Grade None specified
Size/Yield 40 lb. per case
Unit: Pound
Variety: _____
Origin: _____

ITEM 37

Name Cantaloupe
Grade U.S. No. 1
Size/Yield 9-15 count per case
Unit: Each
Variety: _____
Origin: _____

ITEM 38

Name Grapes, Green, Thompson Seedless
Grade U.S. Fancy Table
Size/Yield Medium. 18 lb. per case
Unit: Pound
Variety: _____
Origin: _____

ITEM 39

Name Grapes, Red, Flame Seedless
Grade U.S. Fancy Table
Size/Yield Medium. 18 lb. per case
Unit: Pound
Variety: _____
Origin: _____

ITEM 40

Name Honeydew
Grade U.S. No. 1
Size/Yield 5-6 count
Unit: Each
Variety: _____
Origin: _____

ITEM 41

Name Kiwifruit
Grade U.S. No. 1
Size/Yield 109-135 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 42

Name Lemons
Grade U.S. No. 1
Size/Yield 115 count per case
Unit: Each
Variety: _____
Origin: _____

QUOTATION SHEETS*This Is Not An Order*

San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

BID NO. GD-17-0039-26**QUOTATION SUBMITTED BY**

(Type or Write in Ink Your Firm
Name in the Space Below)

**SECTION I
FRESH FRUITS, Continued**

*Fruit must be free from scars, bruises,
and unbroken skins.

ITEM 43

Name Oranges, Navel or Valencia
Grade U.S. No. 1
Size/Yield 88 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 47

Name Pears, Anjou or Bartlett
Grade U.S. No. 1 (Winter & Summer)
Size/Yield 150 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 50

Name Tangerines
Grade U.S. No. 1
Size/Yield 130 count per case
Unit: Case
Variety: _____
Origin: _____

ITEM 44

Name Limes
Grade U.S. No. 1
Size/Yield 150 count per case
Unit: Each
Variety: _____
Origin: _____

ITEM 48

Name Pineapple, Hawaiian
Grade U.S. No. 1
Size/Yield 4-8 count per case
Unit: Each
Variety: _____
Origin: _____

ITEM 51

Name Watermelon, seedless
Grade U.S. No. 1
Size/Yield 10-15 lb. per watermelon
Unit: Pound
Variety: _____
Origin: _____

ITEM 45

Name Nectarines
Grade U.S. No. 1
Size/Yield 88-96 count. 25 lb. per case
Unit: Pound
Variety: _____
Origin: _____

ITEM 49

Name Strawberries
Grade U.S. No. 1
Size/Yield 8 1 lb.
Unit: Basket
Variety: _____
Origin: _____

ITEM 52

Name: Plums
Grade: U.S. No. 1
Size/Yield: 138 count. 28 lb case. Size 48 & 50
Unit: Case
Variety: _____
Origin: _____

QUOTATION SHEETS

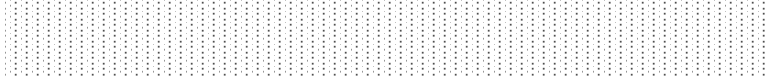
Bid No. GD-17-0039-26

This Is Not An Order

San Diego Unified School District
 Strategic Sourcing and Contracts Department
 2351 Cardinal Lane, Bldg. M San Diego, CA 92123
 (858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
 Name in the Space Below)



BIDDER TO INDICATE, IN THE SPACE PROVIDED BELOW, ALL CHEMICALS
 OR OTHER MATERIAL EITHER ADDED TO, OR USED IN PROCESSING, ANY
 ITEM IN SECTION II.

Chemicals/Materials

SECTION II - FRESH PREPARED VEGETABLES**General Specifications**

Prepared produce must be Grade U.S. No. 1. Prepared produce must be thoroughly washed, sanitized in a chlorine wash at 100ppm maximum, followed by a fresh water rinse, cut and vacuum packed in approximately 5 pound plastic bags, according to highest applicable processing standards as stated in Special Conditions, paragraph 5; Product Quality Control. Unopened prepared produce must be guaranteed to remain in fresh, crisp condition for at least five (5) days

Estimated
 Annual
 Quantity

Brand or
Trade No. Unit Price Extension

ITEM 53

96,000 LB Broccoli buds, approximately 1", 3lb bag

_____ \$ _____ \$
 Per LB

ITEM 54

20,000 LB Cabbage, salad mix, 1/4", trimmed, cored, to
 include color from carrots and red cabbage.
 Approximately 5lbs per bag

_____ \$ _____ \$
 Per LB

ITEM 55

150,000 LB Carrot sticks, 3" to 4" in length.
 Approximately 5lbs per bag

_____ \$ _____ \$
 Per LB

QUOTATION SHEETS*This Is Not An Order*

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San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
Name in the Space Below)

Estimated
Annual
Quantity

SECTION II - FRESH PREPARED VEGETABLES
(Continued)

Brand or
Trade No. Unit Price Extension

ITEM 56

5,000 LB Carrots, shredded, medium, straight cut.
3lb bag.

_____ \$ _____ \$
Per LB

ITEM 57

8,500 LB Carrots, fresh baby, whole, peeled.
Approximately 5lbs per bag

_____ \$ _____ \$
Per LB

ITEM 58

280 LB Cauliflower Florets.
3lb bag.

_____ \$ _____ \$
Per LB

ITEM 59

100 LB Celery, diced, 1/4".
3lb bag.

_____ \$ _____ \$
Per LB

ITEM 60

1,200 LB Celery sticks, 3" to 4" in length.
3lb bag.

_____ \$ _____ \$
Per LB

ITEM 61

30,000 LB Jicama sticks, 3" to 4" in length.
3lb bag.

_____ \$ _____ \$
Per LB

QUOTATION SHEETS*This Is Not An Order*

Bid No. GD-17-0039-26

San Diego Unified School District
 Startegic Sourcing and Contracts Department
 2351 Cardinal Lane, Bldg. M San Diego, CA 92123
 (858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
 Name in the Space Below)

Estimated
 Annual
 Quantity

SECTION II - FRESH PREPARED VEGETABLES
(Continued)

Brand or
Trade No. Unit Price Extension

ITEM 62

68,000 LB Lettuce, Iceberg, shredded, 1/8" x 2/3", trimmed,
 cored. Approximately 5lbs per bag.

_____ \$ _____ \$
 Per LB

ITEM 63

280,000 LB Lettuce, Romaine, chopped, approximately 1" x 1",
 approximately 5lbs per bag

_____ \$ _____ \$
 Per LB

ITEM 64

10,000 LB Lettuce, salad mix, chopped, trimmed and cored,
 to include color from carrots and red cabbage.
 Approximately 5lbs per bag

_____ \$ _____ \$
 Per LB

ITEM 65

900 LB Onions, diced, 1/4".
 3lb bag.

_____ \$ _____ \$
 Per LB

ITEM 66

100 LB Onions, yellow, thin sliced, 1/4"
 3lb bag.

_____ \$ _____ \$
 Per LB

ITEM 67

100 LB Onions, sliced, red, 1/4".
 3lb bag.

_____ \$ _____ \$
 Per LB

ITEM 68

100 LB Peppers, Bell, green, diced, 1/4".
 3lb bag.

_____ \$ _____ \$
 Per LB

QUOTATION SHEETS

Bid No. GD-17-0039-26

This Is Not An Order

San Diego Unified School District
 Strategic Sourcing and Contracts Department
 2351 Cardinal Lane, Bldg. M San Diego, CA 92123
 (858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
 Name in the Space Below)

Estimated
 Annual
 Quantity

SECTION II - FRESH PREPARED VEGETABLES
(Continued)

Brand or
Trade No. Unit Price Extension

ITEM 69

100 LB Peppers, Bell, red, diced, 1/4".
 3lb bag.

_____ \$ _____ \$
 Per LB

ITEM 70

600 LB Peppers, Bell, red, sliced, 1/4".
 3lb bag.

_____ \$ _____ \$
 Per LB

ITEM 71

800 LB Salsa, pico de gallo.
 Approximately 5lbs per container

_____ \$ _____ \$
 Per LB

ITEM 72

700 LB Squash, zucchini, sticks, 3" to 4" in length.
 3lb bag.

_____ \$ _____ \$
 Per LB

QUOTATION SHEETS

This Is Not An Order

Bid No. GD-17-0039-26

San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
Name in the Space Below)

Annual
Quantity

SECTION II - FRESH PREPARED FRUIT

Brand or
Trade No. Unit Price Extension

24,000 LB **ITEM 73**
Apples, sliced, using Fuji or Granny Smith apples
Product to be dipped in a protein bath.
Approximately 3lbs per bag

_____ \$ _____ \$
Per LB

QUOTATION SHEETS

Bid No. GD-17-0039-26

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San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
Name in the Space Below)

Estimated
Annual
Quantity

**SECTION II - PREPACKAGED PRODUCE,
INDIVIDUAL SERVINGS**

Brand or
Trade No. Unit Price Extension

ITEM 74

2,300,000 EA Apples, sliced, 2oz bags, using Fuji or Granny Smith apples
Product to be dipped in a protein bath.
Approximately 200 bags per case.

_____ \$ _____ \$
Per EA

ITEM 75

850,000 EA Carrots, fresh baby, whole, peeled, 3.0oz package.
Approximately 100 pkgs per case.

_____ \$ _____ \$
Per EA

QUOTATION SHEETS

This Is Not An Order

Bid No. GD-17-0039-26

San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Bldg. M San Diego, CA 92123
(858) 522-5813

QUOTATION SUBMITTED BY:

(Type or Write in Ink Your Firm
Name in the Space Below)



SECTION III - LOCALLY SOURCED PRODUCE

**PERCENTAGE ABOVE COST OF LOCALLY
SOURCED PRODUCT**

 %

**BIDDER SHOULD INCLUDE WITH THEIR
QUOTATION SHEETS AN OUTLINE OF THEIR
LOCAL PRODUCE PROGRAM AS DETAILED IN
PARAGRAPH 27, PAGE I-6, "*INSTRUCTIONS TO
BIDDERS*".**

ATTACHMENT A

WHOLE FRUITS & VEGETABLES

Please fill out the information below:

Produce Item Purchased	Unit	Usage and projected usage for 2015-2016 school year	Are you able to source locally from San Diego County? If so, from which farm(s)?	Are you able to source regionally (250 miles from San Diego)? If so, from which farm(s)?	Are you able to source from California? If so, from which farm(s)?	Expected Months Available
Apples	138 count	8,949 cases				
Asian Pears	27 lb. case	1,829 cases				
Avocados (Non-Organic)	40 count, each	18,894 each				
Avocados (Organic, PeeWee)	84 count	1,050 cases				
Cucumbers	Each	432,144 each				

ATTACHMENT A

Produce Item Purchased	Unit	Usage and projected usage for 2015-2016 school year	Are you able to source locally from San Diego County? If so, from which farm(s)?	Are you able to source regionally (250 miles from San Diego)? If so, from which farm(s)?	Are you able to source from California? If so, from which farm(s)?	Expected Months Available
Grapes	18 lb. case	4,400 cases				
Mandarins	88 count	3,701 cases				
Minneola Tangelos	40 lb. case	1,000 cases				
Mushrooms (sliced)	8 oz. containers	2,464 containers				
Nectarines	88 count	1,960 cases				

ATTACHMENT A

Produce Item Purchased	Unit	Usage and projected usage for 2015-2016 school year	Are you able to source locally from San Diego County? If so, from which farm(s)?	Are you able to source regionally (250 miles from San Diego)? If so, from which farm(s)?	Are you able to source from California? If so, from which farm(s)?	Expected Months Available
Oranges	88 count	27,223 cases				
Organic Persimmons	20 lb. case	1,163 cases				
Plums	138 count	1,855 cases				
Watermelon	10-12 lb. each	101,134 lbs.				