

STRATEGIC SOURCING AND CONTRACTS DEPARTMENT
San Diego Unified School District
2351 Cardinal Lane
Building M
San Diego, California 92123

**REQUEST FOR PROPOSAL
FRESH PRODUCE**

PACKAGE FOR PROPOSAL NUMBER

GD-14-0083-26

SUBMITTED BY _____

NOTICE TO PROPOSERS

The Board of Education of the San Diego Unified School District of San Diego County, California, invites and will receive sealed proposals until

**2:00 p.m. on
MAY 14, 2013**

This will be a non-public opening

DEADLINE DATE

at the offices of the Strategic Sourcing and Contracts Department, 2351 Cardinal Lane-Bldg. M, San Diego, California 92123-3799, for the award of a contract, as follows:

FRESH PRODUCE

Proposals must be submitted on forms prepared by the San Diego Unified School District, including all applicable forms contained in this package.

Dates Advertised:

(1) April 25, 2013

Buyer: ERIC SCHOEPLER

(2) May 2, 2013

Phone: (858) 522-5813

NON-MANDATORY PRE-PROPOSAL CONFERENCE

May 6, 2013

10:00 AM

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PROPOSAL #GD-14-0083-26
FRESH PRODUCE

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PROPOSAL FORM

Board of Education
San Diego Unified School District
Strategic Sourcing and Contracts Department
2351 Cardinal Lane, Building M
San Diego, California 92123

Re: Request for Proposal No. GD-14-0083-26

To: Members of the Board of Education

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package is submitted, together with this Proposal Form.

Name of Company: _____

Legal Status (i.e., sole proprietorship, partnership, corporation):

Tax I.D. Number (Sole Proprietorship Only): _____

Address: _____

Authorized Representative:

Signature **(ALSO SIGN & RETURN 2 SETS OF PAGES 31 & 32)**

Name (Print or Type)

Title

Date: _____

Telephone: _____

FAX: _____

E-Mail Address: _____

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)

PROPOSAL SCOPE

The San Diego Unified School District Food Services Department is continually striving to promote healthy food options to its students. Food Services has a Farm to School program which seeks 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 Services is seeking to enhance the health of school meals by decreasing the distance food travels between farmers and students. The goal of Food Services is to invest 15% of its annual fresh fruit and vegetable budget in local fresh foods. Food Services is striving 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.

The San Diego Unified School District (hereinafter referred to as "District") is soliciting written proposals from qualified vendors (hereinafter referred to as "Proposer") for the purchase and delivery of fresh produce products, including locally grown products as detailed herein.

The District's goal is to establish a one (1) year contractual relationship with the successful Proposer. The period of this contract will be from July 1, 2013 through June 30, 2014. The District may, at its option, extend the contract for two (2) additional one (1) year terms, upon the same terms and conditions, if such renewal or extension is agreed to by the successful proposer, with a maximum contractual relationship of three (3) years.

Proposers responding to this RFP must meet the requirements set forth in the Instructions and General Conditions. The successful proposer will provide fresh produce throughout the term of the contract. All specified items and requirements shall be provided to the District at the prices and cost structure offered by Proposer in their submitted proposal.

No proposals shall receive consideration by the District unless made in accordance with the instructions, conditions, and requirements detailed herein, and omission or non-conformance of any terms, conditions, or requirements may result in disqualification.

This Request for Proposal (RFP) shall not obligate the District to purchase or contract for any goods specified herein. Furthermore, the District reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is determined by the District to be in its best interest.

The District shall not be obligated to procure any particular quantity of fresh produce specified herein and reserves the right to award the contract to the vendor whose proposal is evaluated as being in the best interest of the Food Services Department.

INSTRUCTIONS:**1. Proposals**

No proposals shall receive consideration by the San Diego Unified School District unless made in accordance with the instructions detailed herein.

2. Non-Mandatory Pre-Proposal Conference

A Non-Mandatory pre-proposal conference will be held on **Monday, May 6, 2013** beginning at **10:00 AM**, at the District location described herein, to allow all prospective Proposers an opportunity to ask questions related to the contents of this RFP.

San Diego Unified School District
Strategic Sourcing and Contracts
2351 Cardinal Lane, Bldg. M
Conference Room
San Diego, CA 92123

Failure of any Proposer to receive or examine any form, instrument, addendum or other document shall in no way relieve any Proposer from any obligation with respect to their proposal or to any contract resulting from this proposal. The submission of a proposal shall be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any proposal submitted in response to this RFP.

3. Interpretation or Questions on RFP Documents

If any Proposer submitting a proposal has a question or is in doubt as to the true meaning of any part of the specifications or other documents, or finds any discrepancies in or omissions from documents, it may **submit a written or email request** for an interpretation, clarification or correction, **on or before 1:00 PM, Thursday, May 9, 2013**, to:

Eric Schoeppler, Contract Specialist
Strategic Sourcing and Contracts
San Diego Unified School District
2351 Cardinal Lane, Bldg. M
San Diego, CA 92123
(619) 542-5713/Fax
Email: eschoeppler@sandi.net

Do not contact any other District employee regarding this request for proposal.

The terms and conditions contained in this Request for Proposal may only be amended or modified by written authorization of the District. Any modification, qualification, exception or change made to the District's terms and conditions detailed herein without prior approval from the District may be grounds for rejection of the proposal. **Any addenda or bulletins issued shall form a part of the terms, conditions, requirements and/or specifications and shall be an applicable part of the contract documents.** The District reserves to revise/amend the RFP prior to the date that proposals are due. All revisions/amendments/addendum to the RFP shall be posted to the below listed web site:

www.demandstar.com

INSTRUCTIONS:**4. Submission of Proposals**

In order to be considered responsive to this RFP, proposals submitted must include:

One (1) original and five (5) copies of a Price and Technical proposal that must be delivered in sealed separately bound and labeled envelopes or packaging. Envelope/package must be labeled with District RFP number GD-14-0083-26, with the Proposer's business name and address on the exterior of the envelope/package.

Proposals are due and are to be delivered to the District's Strategic Sourcing and Contracts Department (address below) no later than 2:00pm on May 14, 2013. Additionally, two (2) sets of Agreement Pages 31 and 32 must be signed, by an authorized officer of the company, and returned with proposal to:

Eric Schoeppler, Contract Specialist
San Diego Unified School District
Strategic Sourcing and Contracts
2351 Cardinal Lane, Bldg. M
San Diego, CA 92123
Reference: RFP #GD-14-0083-26

Late proposals shall be rejected and returned unopened.

The proposal must be prepared in a clean and professional manner. 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 proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

5. Proposal Format

Proposals submitted must include a full set of this District Request for Proposal package, along with signed Proposal Form, Non-Collusion Affidavit and Agreement Pages and all proposer's drafted narrative proposal pages necessary for the proposer to fully detail their proposal offer and company qualifications. The signature of all individuals must be in ink and in long hand. The completed forms should be without interlineations, alterations, or erasures. In addition to the District's Request for Proposal pages, the proposer's proposal package shall be submitted one-sided on 8 ½" x 11" pages, with minimum 10 point type.

Proposals should be submitted in the format and order outlined below. The proposal should present all information in a concise manner, neatly arranged, legible, and in terminology understandable for evaluation by the District's Proposal Evaluation Committee. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the proposer to be essential to a complete understanding of the proposal submitted. Each section of the proposal must be clearly identified with the following headings:

A. BUSINESS ORGANIZATION

State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work herein. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include state in which it is incorporated. If appropriate, state whether your company is licensed to operate in the state of California. State number of years your company has been in business and the total number of employees.

INSTRUCTIONS:**5. Proposal Format-Continued****B. PRIOR EXPERIENCE**

Indicate the prior experience of your company's ability to provide fresh produce, as detailed herein which you believe demonstrates your company's experience. Include sufficient detail to demonstrate the relevance of such experience. Include your company's experience in providing locally sourced produce. This portion of the proposal should include all other similar projects performed by your company, especially those performed for large, California school districts, or large California public sector organizations. Information should include the location and size of each project.

C. REFERENCES

Provide a minimum of three (3) school districts, public agencies and/or large organizations for which your company has successfully performed comparable services to those required herein. All references shall include client name, full address, phone number, and management contact. The District reserves the right to interview, and if appropriate, visit referenced clients.

D. KEY PERSONNEL

Indicate the individuals (along with telephone numbers, fax numbers and email addresses) who will be dedicated to this project and to servicing the District. Please specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses and the specific responsibilities each will have in this project.

E. PROJECT MANAGER

Include the name(s), addresses, telephone numbers, fax numbers, email addresses of the company staff member(s) in your organization who will be available to work with the District on a day-to-day basis, and who will be authorized to make recommendations and decisions regarding products and service.

F. LOCAL PRODUCE PROGRAM

Proposer shall outline their company's local produce program. Proposer shall list the names of local farmers they work with and provide a list of some of the products that may be available to the District from these local farms. Proposer shall provide the location of local farms so that the District can evaluate the farms per the District's three (3) tiered definition of local as outlined below:

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:

INSTRUCTIONS:**5. Proposal Format-Continued**

1. San Diego Local- Grown/processed within 25 miles of San Diego County border
2. Regional- Grown/processed within 250 miles of San Diego County 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.

INSTRUCTIONS:**5. Proposal Format-Continued****G. PRICING**

The Proposer shall submit a detailed Price Proposal for all produce items as specified in the RFP. Pricing is to be provided in three sections and pricing shall be provided as per the following:

Section I: Fresh Whole Fruits and Vegetables

Proposer shall offer one percentage figure on the Quotation Sheets for all items listed in Section I. The percentage figure will represent the amount Proposer 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

Proposer shall offer one firm, fixed price for each item offered on the Quotation Sheets for all items listed in Section II. Proposer shall not restrict quotations for any item to minimum order value or minimum order quantity. Proposals stating “will negotiate” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of proposal.

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

Section III: Fresh Locally Sourced Fruits and Vegetables

Proposer shall submit a price proposal/cost structure for all locally sourced fresh produce items. The pricing shall be outlined in detail so that the District can properly evaluate the information. Cost structure examples may include: a per case fee in addition to the cost of the locally sourced product, a percentage mark-up over the cost of the locally sourced product, a fixed cost, or any other cost structure outlined by the Proposer.

6. Method of Proposal Evaluation

Each proposal response will be reviewed in accordance with the criteria set forth in this RFP. During the screening process, the District’s Proposal Evaluation Committee may undertake oral interviews for clarification with the proposals. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties in the minds of both the Proposer and the District; it should be understood that Proposers are required to convey the technical understanding, management, key personnel, and cost factors in their written proposal, rather than to negotiate such factors through oral discussions.

The selection process for the Proposer(s) shall be based upon, but not limited to, the following evaluation criteria:

INSTRUCTIONS:**6. Method of Proposal Evaluation-Continued****A. Qualifications, Strength, Experience, and References**

The District will evaluate the Proposer's experience, knowledge and past performance with school districts and/or public agencies of similar size and scope. Emphasis will be placed on the Proposer's ability to work with local farms and provide locally sourced fresh produce to the District.

B. Local Produce Program

The District will review the Proposer's local produce program. The District will evaluate the Proposer's ability to work with local farms using the criteria listed for locally grown products as defined on page 8, paragraph F "Local Produce Program."

C. Pricing

The District will evaluate in their scoring the prices offered for the fresh produce items requested herein. The District will evaluate the Proposer's ability to offer competitive local food pricing and quality local food.

7. Proposal Evaluation Conference

The District reserves the right to select the top finalist(s) for continued oral interviews, negotiations, and/or demonstrations of their submitted proposals.

8. Method of Award

The District reserves the right to make an award on the basis of the initial proposals received without discussions, oral or in person interviews, or further negotiations with Proposers. **For this reason all Proposers should submit a complete, comprehensive and most favorably priced proposal.**

Award preference may be given, at the District's sole discretion, to the proposer whose offer the District evaluates as the most cost effective, operationally comprehensive and beneficial and/or which is determined by the District to be in its best interest. The evaluation, scoring and award decision of the District shall be final.

The District is the sole judge as to which Proposer(s) substantially meet the proposal evaluation criteria and requirements of the District.

9. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, and to waive any irregularities or informalities in the proposals, or any portion or combination thereof. The District reserves the right to award on the basis of the total proposal as may be determined by the District, to be in the best interest of the District.

10. Amendments

The terms and conditions contained in the Request for Proposal, Proposal Form, Instructions, General Conditions, Specifications, and Agreement herein may be amended or modified only with the prior written approval of the District.

Any addenda or bulletins issued prior to the opening of the Request for Proposal shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

Any modification, qualification, exception or change made to the District's terms and conditions detailed herein may be grounds for rejection of the proposal.

INSTRUCTIONS:**11. Proposal Lacking Specificity**

A proposal to any specific requirement of this Request for Proposal with text such as a “negotiable”, “will negotiate”, or similar text, will be considered non-responsive to that specific item and may render the entire proposal non-responsive and subject to rejection.

12. Evidence of Responsibility

Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer’s financial resources, the Proposer’s experience in the type of work being required by the District, the Proposer’s organization available for the performance of the contract and any other required evidence of the Proposer’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 Proposer’s responsibility to perform may result in rejection of the proposal.

13. Discounts

Any discounts which the proposer desires to provide the District must be stated clearly on the proposal form itself so that the District can calculate properly the net cost of the proposal. Offers of discounts or additional services not delineated on the proposal form will not be considered by the District in the determination of the award of this Request for Proposal.

Prompt payment discounts of less than ten (10) days will be considered net. Cash discounts, when given, will be figured from date of receipt of auditable invoices, provided complete delivery and acceptance of the order has been made. If delivery date is later than date of receipt of invoice, billing date will coincide with delivery and acceptance date.

14. FOB Destination Pricing

Proposers must quote prices “F.O.B. Destination” to the District delivery locations specified. Prices should be stated in units of measure common to the industry. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges that are not indicated herein. Additionally, all prices offered by proposers, must include on site off loading and inside delivery.

15. Proposers Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation who has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer is not thereby disqualified from itself submitting a proposal or quoting prices to other Proposers.

16. 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, proposers shall provide certification of the origin of food products.

17. Cost of Proposal Preparation

Cost of preparation of the response to the Request for Proposal is solely the responsibility of the Proposer. San Diego Unified School District accepts or implies no liability in the cost of preparation.

INSTRUCTIONS:**18. Samples and Product Evaluation**

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

Within three (3) business days of request by the District, the Proposer must submit, at no charge to the District, up to one (1) case of each item offered and requested for evaluation. Each sample shall be labeled with the proposal number and product item number. Submit all samples directly to:

San Diego Unified School District
Food Services Department
6735 Gifford Way
San Diego CA 92111-6509
Attention: Quality Control Specialist

Failure to comply with sample and evaluation requirements, including sample delivery time frame, may result in rejection of the proposal.

19. Inspection of Facilities - Evaluation

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

20. Food Defense

Proposer'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 proposal shall result in the proposer's disqualification for contract award.

GENERAL CONDITIONS:**1. Responsibility for Supplies and Materials**

The Proposer shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point and prior to acceptance by the District or rejection and giving notice thereof by the District, 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 officers, agents, or employees of the District acting within the scope of their employment. The Proposer shall bear all risks as to rejected supplies after notice of 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 their employment.

2. Excuse for Nonperformance--Force Majeure Clause

The Proposer 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.

3. Assignment

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

4. 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 Proposer, or any agent or person employed by said Proposer, shall be sustained by the Proposer. The Proposer 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.

5. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations in a timely manner, or if the Proposer should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should violate any of the provisions of this contract, the District may serve written notice upon him of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

GENERAL CONDITIONS:**6. Indemnification**

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.

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, section 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.

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.

7. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions, General Conditions, Specifications, Agreement, or any other document forming a part of this Request for Proposals, 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 proposal shall conform to all applicable requirements of local, state and federal law.

8. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to California Fair Employment & Housing Act (Cal. Gov't Code section 12900 et seq. and Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) (as amended, 42 USC section 2000e). In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

GENERAL CONDITIONS:

9. Certification Regarding Suspension and Debarment, Lobbying

Proposers who will perform more than \$100,000 in business with the District during the fiscal year must complete the **Suspension and Debarment Certification, U.S. Department of Agriculture and Certification Regarding Lobbying** (and, if applicable, **Disclosure of Lobbying Activities**) forms, included as a part of the proposal package (see pages 24-29), prior to the signing of any contract. The District is prohibited from contracting with vendors that are on the U.S. General Services Administration’s Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the vendor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency. Additionally, the District is required to obtain information from the Proposer regarding lobbying activities.

If the debarment/suspension occurs during the term of the contract, the District will not exercise its right to renew under the contract conditions.

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. Insurance

The Proposer shall maintain, or cause to be maintained, such insurances as will protect him and the District from claims under Worker’s Compensation Acts, and such public liability insurance as will protect him and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The Proposer shall maintain during the life of the contract, Public Liability and Property Damage Insurance 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 the operations under this contract. The minimum amounts of such insurance shall be as follows:

General Liability		
Comprehensive Form + Products/Completed Operations	Bodily Injury and Property Damage Combined	\$2,000,000.00
Auto Liability		
Comprehensive Form Owned, Non-owned, Hired	Bodily Injury and Property Damage Combined	\$2,000,000.00

Workers' Compensation

- 1) The Proposer 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 Proposer shall require the subcontractor(s) similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by the subcontractor's insurance shall be covered by the Proposer's insurance.

GENERAL CONDITIONS:**11. Insurance-Continued**

- 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 Proposer shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected.
- 3) The Proposer shall file with the District certificates of his insurance protecting workmen as specified above.

The insurance company agrees to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the District.

Failure to take out or maintain the required insurance and furnish acceptable evidence thereof may result in termination of this contract.

12. Fingerprint Clearance

Under Education Code Section 45125.1, Proposer and its subcontractors shall ensure that all employees working with the San Diego Unified School District obtain fingerprint background clearance through the California Department of Justice screening process: Proposer and its subcontractors will not place any person at a school whom has a conviction of a serious or violent felony as defined in Education Code Section 44830.1 (c)(1), or sex offense as defined in Education Code Section 44010 or controlled substance offense as defined by Education Code Section 44011.

13. Product Quality Control

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal 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 Proposer 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.

Proposer 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 four (4) 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, Proposer shall provide trace back capabilities for all products to the point of origin.

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

GENERAL CONDITIONS:**14. Quality Testing**

The District reserves the right, at Proposer'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 Proposer 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.

15. Inferior Produce

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

16. 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 Proposer shall be required to provide key to decode information at the District's request.

Shredded cabbage and shredded lettuce must be clearly marked for easy identification.

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.

17. Ordering Conditions

The District will utilize an online ordering system, if available, that is provided by the Proposer. Proposer 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 Proposer's online ordering system. If no online ordering system is available, or at the discretion of the District, the Proposer shall be required to utilize order forms designed by Food 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.

Proposer will be provided with cafeteria orders no later than two business days prior to the next scheduled delivery date. A **NO ORDER** form will be provided when no delivery requirements are anticipated. The District reserves the right to revise as necessary an order no later than 9:00 a.m. the morning preceding any delivery.

GENERAL CONDITIONS:**18. Product Shortages and Substitution**

The District will not allow substitutions without prior approval. In the event Proposer is unable to deliver an item as specified in this contract, notification of shortage must be made orally or by electronic mail at least 24 hours prior to scheduled delivery to the Quality Control 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 Quality Control Specialist at the District Food Service office (858/627-7306) in order to qualify for payment.

If substitution is unavoidable due to market conditions, Proposer must provide equivalent item for District approval at no additional cost to the District for product or freight. Authorization of a substitute product shall be at the sole discretion of the District.

19. Order Size

There will be no minimum order requirements for any items related to this proposal.

20. 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 23.

The Proposer shall be required to make direct deliveries to the District cafeteria sites between 6:00 a.m. and 1:00 p.m. 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 Proposer 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 Proposer shall notify the District immediately of any known delivery delays. For emergency orders, the Proposer will be required to make direct deliveries to the various cafeterias or other locations as requested by the District Food Services Central Office or Contract Specialist ONLY. There is no minimum order requirement for emergency orders.

21. Delivery Conditions

The Proposer's delivery driver shall check in with the Food Services Manager or designated representative upon arrival at the cafeteria site prior to unloading product into the kitchen. Food Services staff members shall not be required to enter Proposer's vehicle 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.

GENERAL CONDITIONS:**22. Credit Memos**

The Proposer'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 Services Accounting Department.

23. 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. Proposer's name, address, and telephone number
2. Proposer'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 Proposer 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 Services Accounting, Room 3133
4100 Normal Street
San Diego, CA 92103

The summary invoices with the corresponding delivery documents attached must be received in the District Food 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.

24. Verification of Pricing

The Proposer shall provide the District's Food 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 Services Department 858-565-6378 and Food Services Accounting Department 619-725-7748.

GENERAL CONDITIONS:**25. Usage Figures**

Proposer 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 Services Department
Attn: Quality Control Specialist
6735 Gifford Way
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.

26. Local Food/Produce Reporting Requirements

Proposer 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 25, page 21), Proposer 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 5, page 8) applies to the local product.

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

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

27. On-Site Representative

The Proposer shall be required to provide a member of the Proposer's staff to visit with the District's Farm to School Specialist or other Food Services representatives at the Food Services office up to once every two weeks for a two (2) hour period each visit. The staff member provided by the Proposer shall have sufficient authority to make decisions on the Proposer'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 Services and the Proposer.

28. Contract Progress Meeting

The successful Proposer 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 Proposer of how the District assesses the Proposer's performance under this contract. Additionally, the Proposer shall appraise the District of any operational problems being experienced.

GENERAL CONDITIONS:**29. Periodic Facility Inspection**

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

30. 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.

31. Purchases Out of Contract

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

32. Contract Term and Renewal

The contract term shall be from July 1, 2013 through June 30, 2014.

If, after the initial twelve (12) month term, there are no price increases for any of the items contained in the contract, the District reserves the unconditional right to renew this agreement for two (2) additional one-year terms. The District shall provide the Proposer with a forty-five (45) day written notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement. If the Proposer requests any price increases at the time of the renewal period, the contract shall not be renewed.

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

33. Non-transferable Responsibilities

No assumption or takeover of any of Proposer's duties, responsibilities, or obligations or performance of same by any entity other than Proposer whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur without District's express prior written approval. If any assumption, takeover, or unauthorized performance does occur without such prior written approval, this Contract will be terminated for failure of its essential purpose. Such act is therefore a material breach of this Agreement, upon which District may pursue any lawful remedy.

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 |

CERTIFICATION REGARDING LOBBYING

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

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

California Department of Education School Nutrition Programs Unit
 Child Nutrition and Food Distribution Division April 1998
 Approved by OMB
 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: a. Initial filing b. Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known Congressional District, if known:	• If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
• Federal Department/Agency:	• Federal Program Name/Description: CFDA Number, if applicable:	
• Federal Action Number, if known:	• Award Amount, if known: \$	
• a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) if necessary)		
• Amount of Payment (check all that apply): \$ _____ actual planned	• Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred Other; specify: _____	
• Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____		

• Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No: (_____) _____ Date: _____

Federal Use Only:

Authorized for local reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.

- 10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
- 12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

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

PROMPT PAYMENT DISCOUNT TERMS

Proposers are advised that cash discounts of 10 days or greater are acceptable. Cash discounts of less than 10 days are not acceptable and will be considered as NET 30 days.

IMPORTANT NOTE:

Prices quoted in this proposal are to be based on FOB San Diego, freight included to receiving locations. Only prices FOB San Diego freight included will be accepted. If your quote shows price plus freight it will be rejected as non-responsive to proposal terms and conditions.

**PROMPT PAYMENT
DISCOUNT OF:**

_____ % _____ DAYS

Proposer must indicate either a "0" (zero) for no discount, or the offered discount amount. A blank left in the "DAYS" space will negate any percentage discount offered.

AGREEMENT

This Agreement is entered into by and between the San Diego Unified School District, hereinafter referred to as "District", and

(Company Name)
hereinafter referred to as "Contractor", for **FRESH PRODUCE**.

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be **July 1, 2013 through June 30, 2014**, and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms.

II
WORK

Contractor shall provide all goods, materials and services as prescribed and required by the General Conditions, Instructions, Specifications, Notice to Proposers, Proposal Form, and all documents **provided by the District** forming a part of the proposal 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.

III
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 fund the remaining portion of the agreement beyond the fiscal period for which funds have been appropriated and allocated.

IV
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 District under this contract.

V
COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Item Pricing Pages, incorporated herein by reference.

VI
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified. For prompt payment, billing must be accurate in all details, **and invoices must be submitted to San Diego City Schools, Food Services Accounting, Room 3133, 4100 Normal Street, San Diego, California 92103.**

VII
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Notice to Proposers, Proposal Form, Instructions, General Conditions, Specifications, and all documents **provided by the District** forming a part of the proposal 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.

VIII
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.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

CONTRACTOR	SAN DIEGO UNIFIED SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: <u>ARTHUR S. HANBY Jr., CPPO, C.P.M., CPPB</u>
Title: _____	Title: <u>Strategic Sourcing and Contracts Officer</u>
Company: _____	
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGALITY	Approved in a public meeting of the Board of Education of the San Diego Unified School District
Date: _____	Date: _____
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

QUOTATION SHEETS
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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

RFP NO. GD-14-0083-26

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).** _____ %

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

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SECTION I
FRESH VEGETABLES, Continued

ITEM 10 Name Grade Size/Yield Unit: Variety: Origin:	Kale, Purple U.S No. 1 24 count Head	ITEM 14 Name Grade Size/Yield Unit: Variety: Origin:	Onions, Green U.S. No. 1 Bulb 3/8" x 3/4" diameter Bunch	ITEM 18 Name Grade Size/Yield Unit: Variety: Origin:	Pea, Sugar Snap U.S. No. 1 10lb case Case
ITEM 11 Name Grade Size/Yield Unit: Variety: Origin:	Lettuce, Green Leaf U.S. No. 1 or Fancy 24 count Head	ITEM 15 Name Grade Size/Yield Unit: Variety: Origin:	Onions, Dry, Red U.S. Grade No. 1 Jumbo or large medium Pound	ITEM 19 Name Grade Size/Yield Unit: Variety: Origin:	Peppers, Bell, Sweet, Green U.S. No. 1 Medium or jumbo Pound
ITEM 12 Name Grade Size/Yield Unit: Variety: Origin:	Lettuce, Iceberg U.S No. 1 U.S. Fancy 24 count Head	ITEM 16 Name Grade Size/Yield Unit: Variety: Origin:	Onions, Dry, Yellow U.S. No. 1 Jumbo or large medium Pound	ITEM 20 Name Grade Size/Yield Unit: Variety: Origin:	Peppers, Bell, Sweet, Red U.S. No. 1 Medium or jumbo Pound
ITEM 13 Name Grade Size/Yield Unit: Variety: Origin:	Mushrooms U.S. No. 1 Medium Pound	ITEM 17 Name Grade Size/Yield Unit: Variety: Origin:	Parsley U.S. No. 1 4-6 ounce per bunch Bunch	ITEM 21 Name Grade Size/Yield Unit: Variety: Origin:	Potatoes, Russet U.S. No. 1 6.0oz-8.0oz, 5-lb bag Pound

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SECTION I
FRESH VEGETABLES, Continued

<p>ITEM 22 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Potatoes, Round, Red U.S. No. 1 Size B Pound</p>	<p>ITEM 26 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Summer Squash, Crookneck U.S. No. 1 Medium Pound</p>	<p>ITEM 30 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Tomatoes, Red Ripe, Repacked U.S. No. 1 6 x 6, 20 lb. (2 layer) Case</p>
<p>ITEM 23 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Radish, Red Globe U.S. No. 1 3/4" minimum diameter 6 oz. cello bag</p>	<p>ITEM 27 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Summer Squash, Zucchini U.S. No. 1 Medium Pound</p>		
<p>ITEM 24 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Spinach U.S. No. 1 10 ounce bunch Bunch</p>	<p>ITEM 28 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Tomatoes, Cherry U.S. No. 1 12 baskets per carton Basket</p>		
<p>ITEM 25 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Spinach, Prewashed U.S. No. 1 4-2.5lb bags per case Case</p>	<p>ITEM 29 Name Grade Size/Yield Unit: Variety: Origin:</p>	<p>Tomatoes, Grape U.S. No. 1 12 baskets per carton Basket</p>		

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**SECTION I
FRESH FRUITS**

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

<p>ITEM 31 Name Apples, Fuji Grade U.S. Fancy Size/Yield 138 count per case Unit: Case Variety: Origin:</p>	<p>ITEM 35 Name Bananas, Green Tip Grade None specified Size/Yield 100-120 count per 40 lb. case Unit: Pound Variety: Origin:</p>	<p>ITEM 39 Name Grapes, Red, Flame Seedless Grade U.S. Fancy Table Size/Yield Medium Unit: Pound Variety: Origin:</p>
<p>ITEM 32 Name Apples, Gala Grade U.S. Fancy Size/Yield 138 count per case Unit: Case Variety: Origin:</p>	<p>ITEM 36 Name Bananas, Green Tip* Grade None specified Size/Yield 150 count per 40 lb. case Unit: Pound Variety: Origin:</p>	<p>ITEM 40 Name Grapes, Red, Lunch Bunch Grade U.S. Fancy Table Size/Yield Approximately 150/2oz bunches per case Unit: Case Variety: Origin:</p>
<p>ITEM 33 Name Apples, Red Delicious Grade U.S. Fancy Size/Yield 138 count per case Unit: Case Variety: Origin:</p>	<p>ITEM 37 Name Cantaloupe Grade U.S. No. 1 Size/Yield 18-23 count per case Unit: Each Variety: Origin:</p>	<p>ITEM 41 Name Honeydew Grade U.S. No. 1 Size/Yield 5-6 count Unit: Each Variety: Origin:</p>
<p>ITEM 34 Name Avocado, Hass Grade U.S. No. 1 Size/Yield 40 count per flat Unit: Each Variety: Origin:</p>	<p>ITEM 38 Name Grapes, Green, Thompson Seedless Grade U.S. Fancy Table Size/Yield Medium Unit: Pound Variety: Origin:</p>	<p>ITEM 42 Name Kiwifruit Grade U.S. No. 1 Size/Yield 60 count per case Unit: Case Variety: Origin:</p>

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RFP NO. GD-14-0083-26

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

ITEM 47
Name Pears, Anjou or Bartlett
Grade U.S. No. 1 (Winter & Summer)
Size/Yield 100 count per case
Unit: Case
Variety:
Origin:

ITEM 50
Name Tangerines
Grade U.S. No. 1
Size/Yield 135 count per case
Unit: Case
Variety:
Origin:

ITEM 44
Name Limes
Grade U.S. No. 1
Size/Yield 200 count per case
Unit: Each
Variety:
Origin:

ITEM 48
Name Pineapple, Hawaiian
Grade U.S. No. 1
Size/Yield 8-10 count per case
Unit: Each
Variety:
Origin:

ITEM 51
Name Watermelon, seedless
Grade U.S. No. 1
Size/Yield Average weight 15lbs per piece
Unit: Pound
Variety:
Origin:

ITEM 45
Name Nectarines
Grade U.S. No. 1
Size/Yield 72 count per case
Unit: Case
Variety:
Origin:

ITEM 49
Name Strawberries
Grade U.S. No. 1
Size/Yield 12 baskets per flat
Unit: Basket
Variety:
Origin:

ITEM 46
Name Oranges, Navel or Valencia
Grade U.S. No. 1
Size/Yield 88 count per case
Unit: Case
Variety:
Origin:

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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 General Conditions, paragraph 17; 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 <u>Trade No.</u>	<u>Unit Price</u>	<u>Extension</u>
	ITEM 52			
20,000	LB	Broccoli buds, approximately 1", approximately 3lbs per bag	\$ _____	\$ _____
			Per LB	
	ITEM 53			
200	LB	Cabbage, salad mix, 1/4", trimmed, cored, to include color from carrots and red cabbage. Approximately 5lbs per bag	\$ _____	\$ _____
			Per LB	
	ITEM 54			
5,000	LB	Carrot sticks, 3" to 4" in length. Approximately 5lbs per bag	\$ _____	\$ _____
			Per LB	

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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

250	LB	ITEM 55 Carrots, diced, 1/4". Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
90,000	LB	ITEM 56 Carrots, shredded, medium, straight cut. Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
4,500	LB	ITEM 57 Carrots, fresh baby, whole, peeled. Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
420	LB	ITEM 58 Cauliflower Florets. Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
800	LB	ITEM 59 Celery, diced, 1/4". Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
1,500	LB	ITEM 60 Celery sticks, 3" to 4" in length. Approximately 5lbs per bag	_____ \$ _____ \$ Per LB
225,000	LB	ITEM 61 Cucumbers, sliced and peeled, 1/4" Approximately 5lbs per container	_____ \$ _____ \$ Per LB
5,000	LB	ITEM 62 Jicama sticks, 3" to 4" in length. Approximately 5lbs per bag	_____ \$ _____ \$ Per LB

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San Diego Unified School Distric
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 63				
100,000	LB	Lettuce, Iceberg, shredded, 1/8" x 2/3", trimmed, cored. Approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	
ITEM 64				
225,000	LB	Lettuce, Romaine, chopped, approximately 1" x 1", approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	
ITEM 65				
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 66				
4,800	EA	Micro Greens/Rainbow Mix 4oz container.	_____	_____
			\$	\$
			Per EA	
ITEM 67				
500	LB	Onions, diced, 1/4". Approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	
ITEM 68				
600	LB	Onions, yellow, thin sliced, 1/4" Approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	
ITEM 69				
600	LB	Onions, sliced, red, 1/4". Approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	
ITEM 70				
2,500	LB	Peppers, Bell, green, diced, 1/4". Approximately 5lbs per bag	_____	_____
			\$	\$
			Per LB	

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 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 71				
1,000	LB	Peppers, Bell, green, diced, 1/2". Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 72				
250	LB	Peppers, Bell, green, sliced, 1/4". Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 73				
100	LB	Peppers, Bell, red, diced, 1/4". Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 74				
300	LB	Peppers, Bell, red, diced, 1/2". Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 75				
500	LB	Peppers, Bell, red, sliced, 1/4". Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 76				
500	LB	Salsa, pico de gallo. Approximately 5lbs per container	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 77				
100	LB	Squash, zucchini, sticks, 3" to 4" in length Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	
ITEM 78				
1,000	LB	Squash, zucchini, coin cut. Approximately 5lbs per bag	_____ \$ _____	_____ \$ _____
			Per LB	

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QUOTATION SUBMITTED BY:

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



Estimated
Annual
Quantity

SECTION II - FRESH PREPARED FRUIT

Brand or
Trade No. Unit Price Extension

ITEM 79

72,000 LB Apples, sliced, using Fuji or Granny Smith apples
Product to be dipped in a protein bath.
Approximately 3lbs to 5lbs per bag

_____ \$ _____ \$ _____
Per LB

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QUOTATION SUBMITTED BY:

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Name in the Space Below)



Estimated
Annual
Quantity

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

Brand or
Trade No. Unit Price Extension

ITEM 80

1,500,000 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 81

900,000 EA Carrots, fresh baby, whole, peeled, 3.0oz package.
Approximately 100 pkgs per case.

_____ \$ _____ \$
Per EA