

Board Office Use: Legislative File Info.	
File ID Number	11-2945
Introduction Date	Nov. 7, 2011
Enactment Number	11-2460
Enactment Date	11-16-11



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations
Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date November 16, 2011

Subject Award of Bid - Harvest of the Month Produce - Pacific Rim Produce - Nutrition Services

Action Requested Adoption by the Board of Education of Resolution No. 1112-0076 - Award of Bid and Contract for Harvest of the Month Produce to Pacific Rim Produce, Oakland, CA, in an estimated amount not to exceed \$71,350.00, as the lowest responsive, responsible bidder and rejecting all other bids and authorizing the Superintendent of Schools or his designee to issue Purchase Order for such services with said successful bidder, for the 2011-2012 School Year.

Background Alameda County Public Health Department, Nutrition Services contracts with OUSD Nutrition Services to provide monthly produce taste tests to thirty nine (39) schools throughout district for the Harvest of the Month (HOM) program. In previous years, the HOM produce purchases have been a part of the overall produce bid for Nutrition Services. This year, in an effort to create opportunities for local business, Nutrition Services separated HOM from the regular produce bid.

Discussion Harvest of the Month Program provides materials and resources to support healthy food choices through increased access and consumption of fruits and vegetables and encourages daily physical activity. The objectives of Harvest of the Month are: for students to determine their preference for selected produce choices through classroom activities and through menu offerings in the school meals program; increase access to fruits and vegetables through school meal programs, school gardens, farmers markets and community gardens, etc; knowledge of and familiarity with locally and California grown produce; and understanding the importance of daily physical activity. The District contacted (11) eleven prospective vendors to participate in the bidding process with (3) three vendors responding.

Adoption by the Board of Education of Resolution No. 1112-0076 - Award of Bid

Recommendation

and Contract for Harvest of the Month Produce to Pacific Rim Produce, Oakland, CA, in an estimated amount not to exceed \$71,350.00, as the lowest responsive, responsible bidder and rejecting all other bids and authorizing the Superintendent of Schools or his designee to issue Purchase Order for such services with said successful bidder, for the 2011-2012 School Year.

Fiscal Impact

The Alameda County Public Health Department reimburses Nutrition Services for all produce served to students in this program.

LEGISLATIVE FILE

File ID No. 11-2945

Introduction Date 11-7-11

Enactment No. 11-2460

Enactment Date 11/16/11

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1112-0076**

AWARD OF BID FOR HARVEST OF THE MONTH PRODUCE

WHEREAS, the Board of Education of the Oakland Unified School District of Alameda County, heretofore authorized its Nutrition Services Department to request for price quotes for Harvest of the Month Produce to be served in child care centers, elementary schools and middle schools in said District; and

WHEREAS, The Nutrition Services Department did on August 19, 2011 receive and open the request for price quotes; and

WHEREAS, the Finance and Human Resource Committee of the Board of Education has forwarded to the Board of Education District staff's recommendation on which vendors have submitted lowest responsible price quote, and staff has made recommendation for award; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education accepts the recommendation of the Finance and Human Resource Committee and does make award to Pacific Rim Produce for \$71,350.00; and

BE IT FURTHER RESOLVED that the Superintendent of Schools via the Procurement Department is hereby authorized and directed to issue a Purchase Order to Pacific Rim Produce of Oakland, CA for the items awarded.

Passed by the following vote:

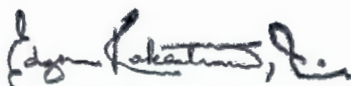
AYES: David Kakishiba, Gary Yee, Noel Gallo, Christopher Dobbins, Alice Spearman,
Vice President Jumoke Hinton Hodge and President Jody London

NOES: None

ABSTAINED: None

ABSENT: None

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Oakland Unified School District at a regular meeting held November 16, 2011 at Oakland, CA.



Edgar Rakestraw
Secretary, Board of Education
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT

**Resolution No.1112-0076, Request for Price Quotes for
Harvest of the Month - Produce. Price quotes were sent to Eleven
(11) Vendors with three (3) responding as follows:**

Pacific Rim Produce Oakland, Ca.	<u>Award</u> \$71,350.00
Bay City Produce San Leandro, Ca.	<u>No Award</u> \$68,360.00
Fresh Point Produce Turlock, Ca.	<u>No Award</u> \$70,042.00
Daylight Foods Milpitas, Ca.	<u>No Award</u> No Response
Thumbs Up Farms Oakland, Ca.	<u>No Award</u> No Response
200 Mile Produce & Distribution Company Oakland, Ca.	<u>No Award</u> No Response
C&L Produce Oakland, Ca.	<u>No Award</u> No Response
Golden Bear Produce Oakland, Ca.	<u>No Award</u> No Response
Veritable Vegetable Produce Oakland, Ca.	<u>No Award</u> No Response
Fresno Produce Fresno, Ca.	<u>No Award</u> No Response
Fresh Point Produce San Francisco, Ca.	<u>No Award</u> No Response

It is recommended that the award be made as indicated.

Quote REQUEST FORM

Submit price request to: *Nutrition Services Department*

Oakland Unified School District

Price Request, HARVEST OF THE MONTH PRODUCE

Oakland Unified School District
Procurement Office
900 High Street
Oakland, California 94601
ATTN: Robert Law, Phone: (510) 434-2253

QUOTE PRICES F.O.B. DESTINATION: Oakland, CA

Dear Vendor:

The Nutrition Services Department of Oakland Unified School District will receive sealed price requests for HARVEST OF THE MONTH PRODUCE, in accordance with the attached conditions and specifications. This Price Request must be received on or before **2:00 p.m. Friday, August 19, 2011.**

All Interested applicants are required to attend a mandatory informational meeting about OUSD's produce procurement needs on August 2, 2012 from 2-3 pm at 900 High St., Oakland, CA.

Enclosed you will find the required form for the price request. Return your completed copy to this office in a sealed envelope, clearly noting *Harvest of the Month Produce* and opening date and time as indicated.

Thank you for your interest in our District and participation in this price request process.

By: Jennifer Le Barre, Director

Robert Law, Administrative Supervisor

GENERAL PRICE REQUEST INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING PRICE REQUESTS:** Each price request must be received in the Nutrition Services Department, Oakland Unified School District 900 High St. Oakland, Ca.94601, by the time prescribed on the face of the price request form. Each price request shall be in a sealed envelope bearing the price request number, the date, and hour specified for public opening.
2. **RESPONSIBILITY:** All price requests shall be signed with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations are requested to be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initiated in ink by person signing price request. Verify your price request before submission.
4. **ACCEPTANCE:** Quote on each item separately. Prices shall be stated in units specified, which will determine correct extensions. The District will not be responsible for errors in extensions. The right is reserved to reject any or all price requests; to waive any irregularities of informalities in any price request; and to accept or reject any items on the price request. No vendor may withdraw this price request for a period of ninety (90) days after the date set for opening thereof.
5. **TIE PRICE REQUESTS:** Whenever price requests are equal, preference shall be given to firms with whom the District has had satisfactory business relationships, in the order named.
6. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the price request specifically requires no substitutions. The vendor may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the vendor shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample or description upon request.
- 7.
8. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
9. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful vendor, and if not destroyed by tests will upon request be returned at vendor's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the School District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the cost of the tests shall be paid by the vendor. In all cases the District reserves the right to make tests it deems necessary.
10. **PATENT INFRINGEMENTS:** The successful vendor shall hold the Oakland Unified School District, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of any copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this price request.
11. **DELIVERY:** It is understood that the vendor agrees to deliver prepaid all items to the address indicated on this price request form. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the vendor.
12. **SALES TAX:** (A) Do not include California State Sales Tax in price request; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in price request; the district is not subject to same.
13. **DISCOUNT:** Cash discounts when stated on price request shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's correct invoice in triplicate. Unless specified otherwise, cash discounts for a period of less than thirty (30) days will not be considered in determining a low vendor.
14. **NON-BIDDERS:** If price request is not made, please notify the District if you wish to remain on the mailing list.
15. **INTERPRETATIONS OF PRICE REQUEST DOCUMENTS:** All interpretations of the price request conditions and/or specifications shall be made only by written addendum. The school District shall not be responsible for any other explanation or interpretation of the price request document.
16. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
17. **COMMUNICATION OF AWARD:** Price request award shall not become binding upon the School District until communication in writing to the successful vendor
18. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
19. **AFFIRMATIVE ACTION:** The vendor certifies that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Special Terms & Conditions

Read Carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the price request, as they are terms for award and binding. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the price request. Statements or communications which serve to qualify or put conditions on any price request, changes or additions to the price request form, alternative bids, or any other modification of the price request form which is not specifically called for may result in the District's rejection of the price request as not being responsive. Non-conforming or qualified price requests (such as stipulation of minimum orders, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.

Any questions regarding this price request shall be directed to Robert Law, Administrative Supervisor, (510) 434-2253 prior to the August 19, 2011 deadline.

1. Award: The purpose of this is to award to a vendor for efficiency in ordering and delivery. Award may be made to one or more vendors, whichever is deemed to be in the best interest of OUSD. Awards will be based on low total cost, quality of the products, service, and delivery requirements. Notwithstanding, the District reserves the right to award price requests as deemed necessary and in best interest of the Nutrition Services Department. All vendors are required to quote on each item listed, attend the informational meeting on August 2, 2011 and respond to the questions in the price request.

Price request must be substantially responsive on all items or price request is subject to rejection. The District reserves the right, however, to accept or reject one or more items in the lot. An example may be, but is not limited to, rejection of an alternate item that is not considered equal or removal of a non-critical item that has clearly restricted availability and/or inflated unit pricing.

2. Vendor Criteria: All responding vendors shall meet the following minimum criteria for price request submission. Award shall be based on, but not limited to the following:

√ Certify compliance by checking the boxes below:

- Ability to meet the terms of Oakland Unified School District's requirements as called for in the specifications.
 - Deliver products in containers that are clean, in refrigerated vehicles that are clean, and by personnel that are properly attired.
 - Provide complete and accurate (preferably automated) billing as requested by the Cafeteria Accounting Department. We currently require monthly billing by site and also consolidated by product. Invoices payable monthly unless otherwise agreed upon by Nutrition Services Department. Invoices must reflect PO number and applicable price request number to initiate payment.
 - Written HACCP Plan.
 - Verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices. Please fill out reference section.
3. Sole Judge: The District will be the sole judge of the merits and qualifications of the products and of the ability of the vendor to meet District requirements. The District reserves the right to waive any irregularities or informalities in any price request, and to accept or reject any items thereon.
4. Term: The term of this price request is one (1) year after award. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter.

The District may elect to extend the award for additional one (1) year periods, (or a lesser period if mutually agreeable) not to exceed a total of three (3) years, as it is in the best interest of the District. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, and pricing structure per item, except where a bonafide increase has taken place.

5. Addendum: If it becomes necessary for the District to revise any part of this price request, an addendum will be provided to all vendors prior to the price request opening. Any addendum will be signed and included with your price request response. Requests to amend any part of this price request must be done in writing prior to the price request opening to allow for appropriate action.
6. Contract Prices: All price quotations will be based on a cost plus formula. This will consist of **your actual cost**, plus a **percentage figure** mark up, which represents the percentage you will charge above your actual cost. The District reserves the right to request verification of actual costs (for example, copies of canceled checks or invoices). The price per unit must remain firm for the full contract period.
7. Delivery Schedule/Order Form: The successful vendor will be required to provide a suitable *order form* and *delivery schedule* outlining delivery days for each site upon award of the price request, which shall be approved by the district. If required, vendor must be able to revise the order form and delivery

schedule based on the needs of the District. Time is of the essence as to delivery.

8. Delivery Requirements: Deliveries are to be made direct to schools listed, in quantities as ordered by Nutrition Services personnel. All deliveries must be completed on a daily basis as required between 8:00 a.m.-12:00 p.m. Additional food service locations may be added or deleted during the life of the contract.

The successful bidder shall have an employee on duty at 8:00 a.m. or a local emergency phone number available where errors or lack of delivery can be reported.

Delivery slips, referencing the PO number and price request number, are to be provided in duplicate as follows: (1) Original copy signed by nutrition services employee receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy.

The successful bidder must deliver direct to locations as specified and shall not contract delivery. Trucks will be kept in good repair. Maintenance records must be available for inspections by District Personnel.

9. Driving on Premises: Contractor's representatives driving motor vehicles on District grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds.
10. Orders: Orders will be placed (normally by phone) by each site the day before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of Nutrition Services personnel whether payment will be made to the vendor for such items.
11. Usage: The quantities shown on specifications are estimates only, based on the information available at the time; however, the District reserves the right to order more or less than such quantities, to delete a line item or entire price request over the contract period.
12. Additional Items: The District reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all

other existing/awarded products on the price request. Last space on the specification section requests vendors to indicate the actual cost plus % cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity--which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the vendor upon request.

13. Legal Requirements: All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ...violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[I])."

14. Specifications:

The vendor who is awarded this contract will meet or exceed the following minimum requirements:

- Ability to provide locally-grown produce. For the purpose of this quote, locally-grown is defined as within a 250 mile radius from Oakland, CA. Oakland Unified prefers locally-grown products whenever possible and has a goal of procuring 25% of produce locally.
- Provide name and location of farms that items are purchased from one week prior to delivery. Products should be labeled designating local source (grower, address of farm). For the purposes of this quote, "farm" is defined as the location where the produce is grown, not the address of a packing house or aggregation point.
- Vendor to establish written purchasing agreements with school district approved farmers. These agreements should indicate that the vendor is willing and able to purchase produce from these growers whenever possible.
- Vendor to report to Oakland Unified net price farmer will receive on a price per pound or price per case basis for product purchased.
- The vendor shall state the brand and item number bid; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product "equal to" the brand specified any differences should be clearly noted--include specifications and nutrient analysis. Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of

establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements.

- Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specifications shown have been established by the Nutrition Services Department based on the Department's research and expertise and/or popularity of the food item; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. If proposing an alternate or "generic" item, please quote it in addition to the brand requested, if possible. In any case, the District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.
- Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products should be dated, showing a "produced on" or "pull" date.
- Vendors submitting price requests certify that no preservatives are used in the preparation of products.

Answer the following questions related to OUSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

Please describe your company's ability to provide the district with locally-grown, source-identified produce. What systems do you have in place for tracking and labeling locally-grown produce?

Please describe your relationships with farmers. Do you typically work with pack-houses, grower-shipper operations or with farmers directly? If you are able, please attach a list of farms that you regularly purchase from to this price request.

Oakland Unified has existing relationships with a number of small farmers who provide produce for the district's on-school farm stands (the Oakland Fresh Produce Markets). The successful bidder will demonstrate willingness and ability to work with these farmers to provide produce for the nutrition services department. Please describe your company's strategy for working with these farmers.

Does your company have a sustainability plan or philosophy? If so, please describe that here.

15. Right to Inspect: The Oakland Unified School District reserves the right to inspect the facilities of the vendor prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the vendor is not capable of performance satisfactory to the school district, the price request will not be considered or it can be cancelled.

16. Non-Performance: The school district reserves the right to discontinue service, upon 24-hour notice, of all or any portion of any contract resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the contractor in default. Failure to furnish all items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service.

17. Domestic Products: Federal regulations require that to the maximum extent possible, only domestic products are purchased for use in the National School Lunch Program. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their price request submission. Failure to include such information on the price request submission can result in product rejection at the vendor's expense.

18. Nutrient Analysis: All items in the price request must meet nutritional requirements/serving size of the USDA Child Nutrition Program.

19. Substitutions: The successful vendor must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the brands specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained by the Nutrition Services Department prior to delivery. The vendor will be required to provide an equivalent product in quality, pack size and pricing. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back the vendor any difference in pricing and costs related to having to procure said product elsewhere.

20. Samples: Upon request, samples of items bid must be submitted for approval. Samples may be requested before award is made. Such samples shall be delivered as soon as possible and within five (5) working days after request at no charge to the District. Each sample must be clearly marked with the vendor's name, the price request item number, the brand, stock number, and pack/serving size information. All samples shall become the property of the District. Failure to furnish samples as requested may be cause for rejection of the price request.

21. Returns: Vendor shall issue credit to the District for all products returned from the school sites, including damaged and decaying products.

22. Non-Conformance to Specifications: If any product fails to meet specifications, the District may require, within a reasonable time as determined by the District:
 - a. Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed and/or
 - b. Payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the vendor provided short-weighted products.

A notice of products failing to meet specifications may result in contract termination. The vendor must absorb all costs resulting from termination for cause.

23. Service: The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.
24. Covenant Against Gratuities: The vendor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent representative of the vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
25. Conflict of Interest: The awarded vendor shall disclose to the District the name of any officer, director, employee, or consultant who is also an employee of the District. The awarded vendor shall also disclose the name of any District employee who owns a significant stock interest of the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.
26. Non-Collusion: Vendors submitting price requests hereby certify that the price request is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the vendor has not directly or indirectly, induced or solicited any other vendor to put in a sham price request, or any other person, firm or corporation to refrain from bidding, and has not in any manner sought by collusion to secure for himself an advantage over any other vendor.
27. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability.
28. License: A valid business license is required.
Indicate number: _____.
29. References and Statement of Experience/Qualifications:
References are required, even if you have done business with our District in the past. (School Districts or related Food Service Institutions that your company has serviced.)

Reference Name and Phone

1) _____

2) _____

3) _____

Please provide a brief statement of your company's qualifications for servicing OUSD. Include information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist OUSD in evaluating your application.

30. Delivery Trucks: List number/type of owned trucks--

31. District Contact: Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Name: _____ Title: _____

Office Phone: _____

Cell phone or pager: _____

32. Certification of Compliance: Vendors, by the act of submitting and signing price request form, certify that they meet all of the criteria, terms,

and conditions stipulated throughout the price request document.

33. Price Request Submission: All price requests must be signed and submitted by the time and date indicated to the Procurement Department, Attention: Toni Irving, Procurement Manager, OR Robert Law, 900 High St, Oakland, California, 94601 in a sealed envelope. The District will not be responsible for price requests received that are late and/or not clearly identified.

All Interested applicants are required to attend a mandatory informational meeting about OUSD's produce procurement needs on Tuesday, August 2, 2011 from 2-3 pm at 900 High St., Oakland, CA.

SIGNATURE PAGE

The undersigned has read the specifications, instructions, conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and to deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

By: **X** _____
order.

Delivery _____ days from date of

SIGNATURE REQUIRED

Printed Name & Title: _____
—

Name of firm: _____
_____ days.

Terms/Cash Discount - _____%

Address: _____

ZIP

CITY

STATE

Remit Address: _____

ZIP

CITY

STATE

Phone: (_____) _____

FAX: _____

(_____) _____

Website: _____

E-mail: _____

Remember to complete:

- ⇒ List of References
- ⇒ District Contact
- ⇒ Delivery Truck Information
- ⇒ Attend mandatory meeting on Tuesday, August 2, 2pm-3pm
- ⇒ **Original Signature Above**

Price Request Form: **Harvest of the Month Produce-- FRESH FRUIT AND VEGETABLES**

These prices should be based on market prices for the week of July 25-August 1, 2011.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county, city laws and ordinances for their production handling, processing, marketing, and labeling. All prepared products must be prepared without the use of sulfating agents. Preference will be given to vendors subscribing to the produce Marketing Association Code of Ethics. Standard industry pack is to be provided. ***The quantities listed below are rough estimates and the items requested may be subject to change.***

OAKLAND UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
900 High Street, Oakland, CA 94601

QUOTE FORM: This is NOT AN ORDER

QUOTATION MADE BY: (Type your firm name in this space)

ITEM NO./ Month Required	ARTICLES REQUESTED	Quantity	UNIT	Available Locally?	Price for Local Product	EXTENSION
1-- November	Pears, 110 count	160	cases			
2-- January	Cooking Greens , 24 bunch/case	200	cases			
3-- February	Cabbage, red and green	500	cases			
4-- March	Blood Oranges, 138 count	300	cases			
5-- April	Carrots, 24 bunch/case	400	Cases			
6-- May	STRAWBERRIES – 12, 1- pint baskets Per flat, Serves 100 2 - 3 oz. portions	600	flats			
7-- June	Salad Greens, 10 # box	500	cases			
8-- July	Grapes, Bunch, 22# case	300	cases			
9-- August	Cantaloupe MELON, 6/case	1400	cases			

Signature _____