

**Board Office Use: Legislative File Info.**

File ID Number	15-2058
Introduction Date	10/28/15
Enactment Number	15-1687
Enactment Date	10/28/15

**OAKLAND UNIFIED  
SCHOOL DISTRICT***Community Schools, Thriving Students***Memo**

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Hitesh Haria, Chief Operations Officer  
Jennifer LeBarre, Executive Director of Nutrition Services

**Board Meeting Date** October 28, 2015

**Subject** Resolution No. 1516-0072 - Request for Bid Award: Bid #15-16/02 Fresh Fruit and Vegetables Program (FFVP)

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**Action Requested** Approval by the Board of Education of Resolution No. 1516-0072 – Award of Bid - Fresh Fruits and Vegetables Program (FFVP) Bid #15-16/02 to Daylight Foods, Inc. of Milpitas, CA for the amount of \$214,899.30 as the lowest, responsible bidder, for one year commencing on December 1, 2015.

**Background** Nutritional Services was awarded a federal grant for 27 Oakland schools to receive a fresh fruit or vegetable snack and nutrition education on the importance of eating fruit and vegetables. The snack is provided 3-4 days a week during A.M. recess or in the classroom.

**Discussion** To encourage students to eat fresh fruit and vegetables, FFVP serves local, seasonal produce. The snacks allow students to taste and learn about California produce which may not be readily available in their neighborhood stores. Vendors are asked to outline their company's sustainability practices and must list produce that would be locally available. OUSD has split the produce business into three pieces (the general produce, the Harvest of the Month produce and the Fresh Fruit and Vegetable Program) in an effort to offer OUSD business to local companies who may not be able to service all of the district's produce needs. District contacted (5) five prospective vendors to participate in the bidding process with (2) vendors responding.

**Recommendation** Approval by the Board of Education of Resolution No. 1516-0072- Award of Bid - Fresh Fruit and Vegetables Program (FFVP) Bid #15-16/02 to Daylight Foods, Inc. of Milpitas, CA for the amount of \$214,899.30 as the lowest, responsive, responsible bidder, for the one year commencing on December 1, 2015.

**Fiscal Impact**

Funding Source – Grant Funded, no Fiscal impact to District Funding.

**Attachments**

- Resolution No. 1516-0072
- Request for Bid Proposal
- Recap Sheet

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**RESOLUTION OF THE BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 1516-0072**

**FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)**

WHEREAS, The Superintendent of the Oakland Unified School District of Alameda County, heretofore authorized its Nutrition Services Department to advertise for sealed bids, **Bid No.15-16/02 for Fresh Fruit and Vegetables** to be delivered to 27 elementary schools awarded the FFVP Grant, in said District;

WHEREAS, The Nutrition Services Department of the District did on August 18, 2015 receive and opened bids in the response to said advertisement,

WHEREAS, the Nutrition Services Department has forwarded to the Board, District staff's recommendation on which bidders have submitted lowest responsible bid, and staff has made recommendation for bid award; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby accepts the recommendation of staff, rejects all other bids, and does make award for Fresh Fruit and Vegetables Program (FFVP) to Daylight Foods, Inc. of Milpitas, CA for the amount of \$214,899.30 as the lowest, responsive, responsible bidder, for one year commencing on December 01, 2015; and

**BE IT FURTHER RESOLVED** that all bids other than that of the successful bidder, are hereby rejected; and the Secretary of this Board is hereby authorized and directed to return to the unsuccessful bidders their certified or cashier's checks, if one was required; and

**BE IT FURTHER RESOLVED** that the Superintendent of Schools, through the Director of Procurement and Distribution, is hereby authorized and directed to issue a Purchase Order to the above company, for said items, for the one year term of the bid award.

Passed by the following vote:

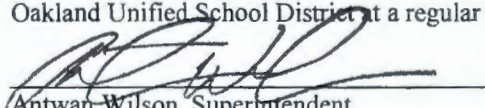
AYES: Roseann Torres, Nina Senn, Jumoke Hinton Hodge, Vice President Jody London,  
President James Harris

NOES: None

ABSTAINED: Shanthi Gonzales

ABSENT: Aimee Eng

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 October 28, 2015 at Oakland, CA.

  
Antwan Wilson, Superintendent  
Oakland Unified School District



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

## FRESH FRUIT AND VEGETABLES PROGRAM (FFVP)

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

Dear Vendor:

The Nutrition Services Department of Oakland Unified School District will receive sealed price requests for Fresh Fruit and Vegetables Program (FFVP) Bid #:15-16/02 in accordance with the attached conditions and specifications. This Price Request must be received on or before **2:00 p.m. Tuesday August 18th, 2015 and will be publicly open at 2:15 p.m on Tuesday August 18th, 2015.**

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

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

The above Bid is advertise on **Friday, July 31, 2015**

**Friday, August 07, 2015**

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By: Jennifer Le Barre, Director

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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 numbers and page numbers on each sample or description upon request.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **NON-BIDDERS:** If price request is not made, please notify the District if you wish to remain on the mailing list.
14. **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.
15. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
16. **COMMUNICATION OF AWARD:** Price request award shall not become binding upon the School District until communication in writing to the successful vendor.
17. **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.
18. **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 or Glory Nkems (510) 434-2248 prior to the August 18th, 2015 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. As the Fresh Fruit and Vegetable Program (FFVP) is grant funded changes to, including termination of the program, are possible if funds are not allocated to purchase product under this 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 HAACP 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).
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 Monday and Tuesday as required between 7:00 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.

Timely delivery of all orders is expected to school sites and if unable to meet confirmed delivery schedule(s), as agreed upon, then after a one hour grace period, the District reserves the right to assess a penalty payment to the awarded vendor for each instance in the amount of (\$100.) per late delivery, and deduct from the awarded vendors invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.

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 a designated district employee 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. 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])."

**LOCAL/SMALL LOCAL/ SMALL LOCAL RESIDENT POLICY PARTICIPATION REQUIREMENT**

In 2008 the District instituted a local business policy, the Local/Small Local/ Small Local Resident Business Enterprise program ("L/SL/SLRBE"). The S/SL/SLRBE provides economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for goods and services.

The S/SL/SLRBE establishes a 20% minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. In addition, the program provides for preference points in negotiated professional services contracts and bid discounts in competitively bid contracts, up to 5 points or 50 % as the level of local, small local and small local resident business participation increases. (A copy of the District's S/SL/SLRBE may be found at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)).

Prior to the issuance of a formal invitation for bid, the District determines that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19% to 0%, depending on the particular circumstances at time of bid.

However, a proposer who demonstrates a minimum 20% small business or local resident employee participation will earn a bid discount 5% off its total bid, affording an advantage over a low bidder with no small business or local resident participation. (Public Contract Code section 2002).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>



### Produce Bid Award Point System

The District has chosen to implement a point system to make awards. The following scoring system will be used in determining which if the three lowest bidders will most closely meet the best interests of the District. There is a possible score of 100 points.

**1. COST:**

Lowest cost will be determined by total cost of all line items bid multiplied by total anticipated usage for each item. O.U.S.D. reserves the right to award bid on locally grown produce prices only.

Lowest Bidder – 50 points

Second Lowest – 40 points

Third Lowest - 30 points

**2. SOURCING**

2.1 Geographic Preference, Provide produce grown within a 250 mile radius of Oakland, Ca.

Rated Best Able to Meet Guidelines - 20 points

Rated 2<sup>nd</sup> Best Able to Meet Guidelines - 15 points

Rated 3<sup>rd</sup> Best Able to Meet Guidelines - 10 points

2.2 Traceability Provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce) including: a list of farms and products sourced from each farm, unique product identification numbers for locally grown products from aggregated products, and farm of origin information clearly marked on each case delivered to cafeterias. If produce not purchased directly from a farm please provide



as much information as available regarding the source of produce. A sample of a traceability report will be requested with any produce samples provided.

Rated Best Able to Meet Guidelines- 15 points

Rated 2<sup>nd</sup> Best able to Meet Guidelines- 10 points

Rated 3<sup>rd</sup> Best Able to Meet Guidelines- 5 points

**3. Local/Small Local / Small Local Resident Business Enterprise Participation Requirement. (S/SL/SLRBE)**

The S/SL/SLRBE establishes a 20% minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. If at least three L/SL/SLRBE's are not certified to provide required services, then the requirement may be waived, or the 20% requirement may be re-set from 19% to 0% at the discretion of the District. **See page 7**

A proposer who demonstrates a minimum 50% small business or local resident employee participation will earn 5 points.

A proposer who demonstrates a minimum 40% small business or local resident employee participation will earn 4 points.

A proposer who demonstrates a minimum 30% small business or local resident employee participation will earn 3 points.

A proposer who demonstrates a minimum 20% small business or local resident Employee participation will earn 2 points.

**4. Past Performance /Service Reliability with Large School Districts ( Requiring site to site delivery)**

Awarded Vendor must have a proven ability to deliver high quality produce in a timely manner, to a large customer with multiple sites, requiring daily and or weekly deliveries. References of past and present customers may be checked to determine ability to meet required service levels.

Rated Best Able to Meet Service Requirements- 10 Points

Rated 2<sup>nd</sup> Best Able to Meet Service Requirements- 6 Points

Rated 3<sup>rd</sup> Best Able to Meet service Requirements- 2 Points

Total \_\_\_\_\_

#### 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. 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.
- When asked by OUSD, the vendor to report the 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.

For the 2015-2016 school year, Nutrition Services has been awarded federal grants for 24 schools to receive a fresh produce snack and nutrition education on the importance of eating fruits and vegetables.

The snack is provided 3-4 days during recess or in classrooms. The snack may not be consumed during regularly scheduled mealtimes.

Vendor will provide produce per specifications of OUSD FFVP buyer:

- Whole: washed, drained, no stickers, bagged or boxed in classroom amounts of about 30 students. For example, whole fuji apples, 138 size, 30 in bag.
- Cut: washed, dried, cut depending on usage, bagged or boxed in classroom amounts for about 30 students. For example, peeled cut jicama sticks, 3 lb. boxed.
- Pieces: washed, drained, no stickers, bagged or boxed in classroom amounts for about 30 students. For example, green seedless grapes, washed, dried, 3 lb. boxed.

Other requirements:

- Delivery to sites 1-2 times a week.
- Farm information, i.e. farm name, location, provided upon request.
- Food service personnel receiving produce may reject deliveries due to poor quality.
- Nutrition Services may request credit for spoiled or inferior product.

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?

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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.

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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.

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

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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.

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30. There is a nutrition education element to the Fresh Fruit and Vegetable Program. Does your company provide any kid-friendly nutritional materials about the fresh fruits and vegetable you provide? If so, please explain what materials you could provide and what the additional cost would be for those materials.

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell phone or pager: \_\_\_\_\_

33. 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.

34. Price Request Submission: All price requests must be signed and submitted by the time and date indicated to the Procurement Department, Attention: Glory Nkems, Procurement Buyer, 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.

## 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: \_\_\_\_\_ Terms : Cash Discount - \_\_\_\_\_ % \_\_\_\_\_ days.

Address:

\_\_\_\_\_  
CITY STATE ZIP

Remit Address:

\_\_\_\_\_  
CITY STATE ZIP

Phone: (\_\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_\_) \_\_\_\_\_

Website: \_\_\_\_\_ E-mail: \_\_\_\_\_

Remember to complete:

- ⇒ List of References
- ⇒ District Contact
- ⇒ Delivery Truck Information
- ⇒ Original Signature Above



# Fresh Fruit and Vegetable Program Delivery Locations, 2015-2016

International Community	2825 International Blvd 94601
Rise Community	8521 A Street, 94619
Think College Now	2825 International Blvd
ACORN WOODLAND	1025 81 <sup>st</sup> Ave., 94621
Allendale	3670 Penniman Ave, 94619
ESPERANZA	10315 E St, 94603
GARFIELD	1640 22 <sup>nd</sup> Ave., 94606
COMMUNITY UNITED	6701 International Blvd 94621
HOOVER	890 Brockhurst St., 94608
Fred T. Korematsu	10315 E. Street, 94603
LEARNING W/OUT LIMITS	2035 40 <sup>th</sup> Ave., 94601
MANZANITA SEED	2409 E 27 <sup>th</sup> , 94061
Markham	7220 Krause Ave, 94605
Global Family	2035 40 <sup>th</sup> Ave, 94601
Fruitvale	3200 Boston Ave, 94602
FUTURES/COMMUNITY UNITED	6701 International Blvd, 94621
ENCOMPASS	1025 81 <sup>st</sup> Ave., 94621
Ascend	3709 East 12 <sup>th</sup> Street, 94601
Horace Mann Elementary	5222 Ygnacio Ave. 94601
Madison Park Lower Campus Elementary	400 Capistrano Drive, 94603
Martin Luther King Elementary	960 10 <sup>th</sup> Street, 94607
Parker Elementary	7929 Ney Ave. 94605
PLACE @ Prescott Elementary	920 Campbell Street, 94607
Reach Elementary	9860 Sunnyside Street, 94603

Price Request Form: **Produce-- FRESH FRUIT AND VEGETABLE Program**

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 QUOTE FORM: This is NOT AN ORDER

PURCHASING DEPARTMENT

900 High Street, Oakland, CA 94601

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

ITEM NO.	ARTICLES REQUESTED	Quantity	UNIT	Available Locally?	Price for Local Product	EXTENSION
1	Pineapple spears, 50 count bags	900	bags			
2	Zucchini coins, 5# bag	200	bags			
3	Nectarine, 25# case	150	cases			
4	Grapes, Lunch Bunch, 140 ct.	600	cases			
5	Sugar Snap Peas, 10# case	170	Cases			
6	Baby Carrots, bagged, 200 ct	1300	cases			
7	Jicama, sticks, 5# bag	1750	cases			
8	Cucumber coins, 5# bag	700	cases			
9	Yam sticks, 5# bag	600	cases			
10	Beans, string, 28 # case	75	cases			
11	Plums	75	cases			
12	Mango, cut, 5# trays	650	trays			



13	Radishes, 2# box	460	cases			
14	Pomegranate Seeds, 8 8oz bags	200	bags			
15	Celery sticks, 5# bags	1000	bags			
16	Pears, 120 count	220	case			
17	Kiwi, 108 count	800	case			
18	Apples, 138 count (assorted varieties throughout the year)	800	cases			
19	Persimmons, 130 count	150	cases			
20	Tangerines, 140 count	350	cases			
21	Blood oranges, sliced, 5# bag	500	bags			
22	Papaya, cubed, 150 cubes/bag	275	bags			
23	Pomelo	275	cases			
24	Oranges, 138 count	140	cases			
25	Kumquats, 350 count	70	cases			
26	Strawberries, 8# flat	500	flats			
27	Blueberries, 12 pint flats	150	flats			
28	Cherries, flat	150	flat			
29	Apricots	100	case			
30	Bananas, 15# cases	300	case			
31	Cauliflower florets, 3# bags	150	bags			
<b>Total</b>						

Signature \_\_\_\_\_

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 1516-0072, Request for Bids for:  
Fresh Fruit and Vegetables Program Bid #15-16/02;**

**Request for Proposal was sent to Five (5) Vendors and Two (2) Vendors responded as follows:**

**Daylight Foods, Inc.  
Milpitas, CA 95035**

**Award  
\$214,899.30**

**Pacific Rim Produce  
Oakland, CA 94607**

**NO Award  
\$149,863.75 (Did not Bid all Items)**

**Bay Cities Produce Co.  
San Leandro, CA 94577**

**NO BID**

**A & B Produce  
South San Francisco CA 94080**

**NO BID**

**C & L Produce  
Oakland, CA 94607**

**NO BID**

**It is recommended that the award be made as indicated.**