

File ID Number	16-0824
Introduction Date	5-11-16
Enactment Number	16-0635
Enactment Date	5/11/16 <i>ad</i>

## Memo

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To Board of Education

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

Board Meeting Date May 11, 2016

Subject Second Extension of Award of Bid No. 13-14/01 - Produce, Fresh Fruits and Vegetables - Pacific Rim of Oakland - School Year 2015-2016

**Action Requested** Approval by the Board of Education of Resolution No. 1516-0176 - Approving (in fact) Second Extension of Award of Bid No. 13-14/01 - Produce, Fresh Fruits and Vegetables - between District and Pacific Rim of Oakland, CA, for the provision of produce, fresh fruits and vegetables to the Nutrition Services Department in the estimated amount of \$1,479,752.00.

**Background** The Nutrition Services Department provides meals to children who meet federal eligibility criteria for free and reduced price meals as defined in California Education Code sections 49531 and 45552 respectively. The District has an agreement with California Department of Education Nutrition Services Division to provide meals under the "Child Care Food Program" and "National School Lunch Program." ~~Due to new meal program regulations~~ as well as OUSD's own meal program improvement work, fresh produce is now served at every meal.

**Discussion** The District is satisfied with vendor's services, pricing, and quality of produce since they participated in the bidding process and won the bid two years ago.

**Fiscal Impact** Funding Source - Fund 13

**Recommendation**

Approval by the Board of Education of Resolution No. 1516-0176 - Approving (in fact) Second Extension of Award of Bid No. 13-14/01 - Produce, Fresh Fruits and Vegetables - between District and Pacific Rim of Oakland, CA, for the provision of produce, fresh fruits and vegetables to the Nutrition Services Department in the estimated amount of \$1,479,752.00.

**Attachments**

Resolution No. 1516-0176  
Request for Bid Proposal  
Recap Sheet

**RESOLUTION OF THE BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 1516-0176  
EXTENSION OF CONTRACT FOR PRODUCE, FRESH FRUITS AND  
VEGETABLES**

**WHEREAS,** The Board of Education of the Oakland Unified School District of Alameda County, heretofore awarded Bid No.13-14/01 **Produce, Fresh Fruits and Vegetables** to be used at elementary, middle, high schools and child care centers District wide in said District; and

**WHEREAS,** The Nutrition Services Department of the District has forwarded to the Board of Education Staff's recommendation that it is financially advantageous to the District that the bid award be extended for the third year, as permitted by Education Code 17596, and

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Education accepts the recommendation of staff, and approves a contract extension for Produce, Fresh Fruits and Vegetables with Pacific Rim of Oakland, CA for \$1,479,752.00 and

**BE IT FURTHER RESOLVED** that the Superintendent of Schools, through the Operations Officer of Procurement, is hereby authorized and directed to issue a purchase order to said vendor's for the extended contract.

Passed by the following vote:

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

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 May 11, 2016 at Oakland, Ca.



Antwan Wilson  
Superintendent  
Oakland Unified School District

File ID Number: 16-0824  
Introduction Date: 5/11/16  
Enactment Number: 16-0635  
Enactment Date: 5/11/16  
By: [Signature]



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

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900 High Street  
Oakland, California 94601

REQUEST FOR BID PROPOSAL

BID # 13-14/01  
PRODUCE, FRESH FRUITS AND VEGETABLES  
K-12 SCHOOLS

Advertising Dates: June 12, 2013; June 19, 2013

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**Procurement Department**  
**900 High Street**  
**Oakland, CA 94601**

DATE : June 5, 2013  
SUBJECT : Request for Proposal  
FOR : **Produce, Fresh Fruits & Vegetables K- 12 Schools**

Bid Opening Date: June 26, 2013

Time: 2: 15 p.m.

Please bid your **lowest prices** for the items or services on the attached sheets. Before bidding please read the **Instructions, Conditions and Specifications** which are attached.

Submit all bids in a sealed envelope showing the Bid number, opening date, and opening time.  
Bid **must** reach the Procurement Office at the address listed below by the time and date shown above.

**For any further information call the Child Nutrition Services at (510) 434-2253.**

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and process herein quoted. Bid is subject to cash discount of ----- % ----- days.

FIRM NAME: -----

SIGNED BY: -----

(Manual Signature – unsigned bids will be rejected)

Title: -----

ADDRESS: -----

PHONE NO: ----- FAX NO: -----

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.**



**This form is to be submitted with your bid.**  
**Produce Quote Request, OUSD 2013**

**GENERAL REQUEST FOR PROPOSAL INSTRUCTIONS AND CONDITIONS**

**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.

**RESPONSIBILITY:** All price requests shall be signed with the firm name and by a responsible officer or employee.

**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.

**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.

**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.

**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, stating item number and page number on each sample or description upon request.

**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.

**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.

**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.

**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.

**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.

**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.

**NON-BIDDERS:** If price request is not made, please notify the District if you wish to remain on the mailing list.

**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.

**LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

**COMMUNICATION OF AWARD:** Price request award shall not become binding upon the School District until communication in writing to the successful vendor.

**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.

**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 Procurement Buyer (510) 434-2248 prior to the June 26, 2013 deadline.**

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.

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.

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.

❑

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.

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.

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.

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.

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.

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 6:00 a.m.-1:00 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 a 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 inspection 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.

Driving on Premises: Contractor's representatives driving motor vehicles, on District grounds, will use extreme caution 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.

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.

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.

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.

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[l])."

**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 \_\_\_\_\_



### 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 50% 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 or aggregators. These agreements should indicate that the vendor is willing and able to purchase produce from these growers or aggregators 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. Specifications shown have been established by the Nutrition Services Department assuring compliance with Healthy Hunger Free Kids Act 111-296; therefore, alternates may not be considered in circumstances where the menu, recipes, or noncompliance with (HHFKA) 111-296 is 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?

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Please describe your relationships with farmers with farms under 500 acres. 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 indicating those under 500 acres.

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Oakland Unified has existing relationships with a number of small farmers and aggregators 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 school meals program. Please describe your company's strategy for working with these farmers and /or aggregators.

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

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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.

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.

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.

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

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.

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.

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



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

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.

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.

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.

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 on-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.

Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability.

License: A valid business license is required.

Indicate number: \_\_\_\_\_.

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

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

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

Title: \_\_\_\_\_

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.

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, 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** \_\_\_\_\_  
of order.

Delivery \_\_\_\_\_ days from date

*SIGNATURE REQUIRED*

Printed Name & Title: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

ZIP

CITY

STATE

Remit Address: \_\_\_\_\_

ZIP

CITY

STATE

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

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

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Remember to complete:

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



## PRODUCE

RFP Number: 13-14/01  
DELIVERY LOCATIONS

### HIGH SCHOOLS

Castlemont	8601 Macarthur Blvd
Fremont	4610 Foothill Blvd
McClymonds	2607 Myrtle St
Oakland High	1023 MacArthur Blvd
Oakland Technical	4351 Broadway
Skyline	12250 Skyline Blvd

### MIDDLE/JUNIOR HIGH SCHOOLS

Edna Brewer	3748 13 <sup>th</sup> Ave
Oakland International HS	4521 Webster St
Claremont Middle	5750 College Ave
Elmhurst Middle	1800 98 <sup>th</sup> Ave
Frick	2845 64 <sup>th</sup> Ave
Bret Harte	3700 Coolidge Ave
Havenscourt	1390 66 <sup>th</sup> Ave
King Estates	8251 Fontaine St
West Oakland Middle	991 14 <sup>th</sup> St
Madison Middle	400 Capistrano Dr
Montera	5555 Ascot Dr
Roosevelt	1926 19 <sup>th</sup> Ave
Calvin Simmons	2101 35 <sup>th</sup> Ave
Westlake	2629 Harrison St

### ELEMENTARY SCHOOLS

Bella Vista	1025 E 28 <sup>th</sup> St
Reach Academy	9860 Sunnyside St
Franklin	915 Foothill Blvd
Garfield	1640 22 <sup>nd</sup> Ave
Highland	8521 A Street
Hoover	890 Brockhurst St
Jefferson	2035 40 <sup>th</sup> Ave
ML King Jr	960 10 <sup>th</sup> St
Lincoln	225 11 <sup>th</sup> Ave
Lockwood	6701 E 14 <sup>th</sup> St
Manzanita	2409 E 27 <sup>th</sup> St
Prescott	920 Campbell St
Stonehurst	10315 E St
Acorn Woodland	1025 81 <sup>st</sup> Ave
Allendale	3676 Penniman
Ascend	3709 E 12 <sup>th</sup> St
Bridges	1325 53 <sup>rd</sup> Ave

Brookfield	401 Jones
East Oakland Pride	8000 Birch St
Emerson	4801 Lawton
Fruitvale	3200 Boston
Green Leaf	6328 E 17 <sup>th</sup> St
Horace Mann	5222 Ygnacio Ave
Howard	8755 Fontaine St
International Community	2825 International Blvd
Sankofa	581 61 <sup>st</sup> St
Sequoia	3730 Lincoln Ave
Sobrante Park	470 El Paseo Dr



Request for Proposal Form  
Produce  
FRESH FRUIT AND VEGETABLES

**FRESH FRUITS AND VEGETABLES**

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.

**WHOLE ITEMS:**

**1. APPLES**

U.S. Fancy Grade, shall consist of one variety, normally shaped for the grade and locality where produced; shall be free from decay, disease, spray burn, and internal bruising.

Size shall be 138 counts.

**2. BANANAS**

First quality, color No. 3 or 4, fairly well colored but not exceedingly green, uniform size, in removable twin compartment. Petite 150's.

**3. ORANGES**

Shall consist of oranges which are mature, juicy, fairly well-colored;

be free from decay, broken skins, dirt or other foreign materials. Shall be Valencia or naval variety, depending on season. 138 count.

**4. TANGERINES**

Shall consist of tangerines which are mature, juicy, fairly well-colored; shall be free from decay, broken skins, dirt or other foreign material. Cuties must be 21 counts.

**5. TOMATOES**

Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damage caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size shall be large loose tomatoes which are fairly well-formed.

**6. RED, PEAR or CHERRY TOMATOES**

Best commercial grade; shall consist of tomatoes which are fairly well-formed, smooth, free from decay, damaged caused by decay, freezing, bruises, cuts, sunburn, or excessive insects. Size: 12 baskets per tray, approximately 16 - 18 lb. net weight per tray.

**7. KIWI**

U.S. No. 1 Grade, uniform size packed in volume fill containers, delivery pressure of 1-1/2 lbs. Size shall be 117 each per box - 22# case. 1 Kiwi = 3/8 cup fruit

**8. SPINACH**

**9. CANTALOUPE**

Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn.

Size: 6/case.

**10. RED ONIONS**

Size: 25# bag

**11. PEARS**

Shall consist of pears that are mature, juicy, fairly well-colored and not exceedingly green; fairly uniform in size and free from disease and decay. Shall be 135 - 150 count per case.

**12. STRAWBERRIES**

Shall consist of strawberries that are mature, juicy, fairly well-colored and not exceedingly green or white. 12 1-pint baskets/flat

**13. WATERMELON**

Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn.

Size: 15 lb. - 18 lb.

**14. HONEYDEW MELON**

Best commercial grade; shall consist of melons that are free from decay, damage caused by decay, freezing, bruises, cuts, sunburn.

Size: 6/case.

**15. GREEN ONIONS**

Standard commercial pack—Bunch.

**16. CUCUMBER**

Each.

**17. YELLOW ONIONS**

Size: 25# Bag

**18. GRAPES**

Size: 150/2 oz. Individually cut clusters/box, 22# case. Also lunch bunch grapes.

**NECTARINES**

Shall consist of nectarines which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 88 – 96 count per case.

**PEACHES**

Shall consist of peaches which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 80 count per case.

**PLUMS**

Shall consist of plums which are mature, juicy, and fairly well-colored. Shall be free from decay, diseases, spray burn and internal bruising. 45 - 50 count per case.

**POTATOES**

Russet baking potatoes, free from damage by decay, dirt or insets. Approximate size of potato to be 7 oz.; packed in 50 lb. box, 110 count.

**JICAMA**

**LIMES**

**BELL PEPPERS, Red and Green**



## **CILANTRO**

### PREPARED ITEMS:

#### **BROCOLLI FLORETS**

Packed in 5 lb. bags, count to be 50-55 buds per pound.

#### **CARROT STICKS**

Random cut, approximately 2"- 4" long, 1/2" diameter, packed in 5 lb. plastic bags.

#### **CARROTS SHREDDED**

Shredded 3/16", packed 5 lbs. plastic bags, count 42 per lb.

#### **CELERY STICKS**

Random cut, approximately 2" •- 4" long, 1/2" diameter, packed in 5 lb. plastic bags, count 30 per lb.

#### **COLE SLAW**

Cleaned and ready to use; to consist of shredded red and green cabbage and shredded carrots, packed in 5 lbs. plastic bags.

#### **32. SHREDDED LETTUCE**

Shredded 3/16", packed in 5 lb. plastic bags.

#### **ROMAINE/ICE BERG TOSSED SALAD**

Cleaned and ready to use; to consist of 70% romaine, 20% ice berg, 10% carrot and red cabbage, packed in 5 lb. plastic bags.

#### **CARROTS BABY**

200/2.6 ounce bags/200 per case

#### **TOMATOES DICED**

1 lb. bags.

#### **TOMATOES DICED**

5 LB. bags

#### **BEAN SPROUTS**

Packed in 1 lb. plastic bags.

#### **BEAN SPROUTS**

Packed in 5 lb. plastic bags.

#### **CARROT COINS**

1/2" diameter, packed in 5 lb. plastic bags, count 180-200 per lb.

#### **CELERY CRESCENTS**

1/2" diameter, packed in 5 lb. plastic bags, count 180-200 per lb.

#### **JICAMA STICKS**

Random cut, approximately 2" - 4" long, 1/4" diameter, packed in 5 lb. plastic bags, count 30 per pound.

#### **ZUCCHINI COINS**

Random cut, approximately 1/2" diameter, packed in 5 lb. bags.

**YELLOW SQUASH COINS**

Random cut, approximately 1/2 " diameter, packed in 5 lb.bags.

**CAULIFLOWER FLORETS**

Packed in 5 lb. bags, count to be 50-55 buds per pound.

**CUCUMBER COINS**

Random cut, approximately 1/2" diameter, packed in 5 lb. bags.

**GRAPES**

"Lunch bunch." Size: 150/2 oz. Individually cut clusters/box, 22# case.

**APPLE BITES**

Sliced, Fuji - 200/2 oz. Individually cut slices and individually packaged.

**STIR FRY BLEND**

Shall consist of onions, carrot coins, other mixed vegetables, 5# bag.

**CALIFORNIA BLEND**

Shall consist of carrot coins, broccoli florets and cauliflower florets, 5# bag.

**GREEN PEPPER/ONION MIX**

Shall consist of 60% onions and 40% green pepper, 5#Bag.

**SHREDDED GREEN and RED CABBAGE**

Cleaned and ready to use; to consist of shredded red and green cabbage, packed in 5 lbs. plastic bags.



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

ITEM NO.	ARTICLES REQUEST	Quantity	UNIT	Price Unit	Extension	Available Locally? (Y/N)	Price for Local Product	Extension
1	Whole items in FULL cases as	7250	Case					
	APPLES - Gala-Fuji, Granny Smith, etc.							
2	BAN ANAS	42500	Box					
3	ORANGES	4500	Box					
4	TANGERINES	2500	Box					
5	TOMATOES, Large	500	Box					
6	TOMATOES, Red Pear or Cherry	1000	12 ct. Tray					
7	KIWI	1,500	Box					
8	SPINACH	250	Cases					
9	CANTALOUPE	200	Cases					
10	RED ONIONS	100	Cases					
11	PEARS	1,500	Cases					
12	STRAWBERRIES	4000	Flats					
13	WATERMELON	2500	Each					
14	HONEYDEW MELON	300	Cases					
15	GREEN ONIONS	200	Each					
16	CUCUMBERS	750	Each					
17	YELLOW ONIONS	2000	Bags 5lbs					
ITEM NO.	ARTICLES REQUEST	Quantity	UNIT	Price Unit	Extension	Available Locally? (Y/N)	Price for Local Product	Extension

18	GRAPES	2500	Case					
19	NECTARINES	1000	Case					
20	PEACHES	500	Case					
21	PEARS	3000	Case					
22	POTATOES	100	Case					
23	JICAMA STICKS	4000	Case					
24	LIMES	250	Case					
25	PEPPERS, BELL	60	Case					
	<b>PREPARED ITEMS as follows:</b>							
27	BROCOLLI FLORETS	1000	Bags					
28	CARROT STICKS	250	Bags					
29	CELERY STICKS	3500	Bags					
30	COLESLAW	200	Bags 5lbs					
31	LETTUCE, CHOPPED ROMAINE	2500	Cases					
32	ROMAINE TOSSED SALAD MIX	2750	Cases					
<b>ITEM NO.</b>	<b>ARTICLES REQUEST</b>	<b>Quantity</b>	<b>UNIT</b>	<b>Price Unit</b>	<b>Extension</b>	<b>Available Locally? (Y/N)</b>	<b>Price for Local Product</b>	<b>Extension</b>
34	CARROT BABY	1000	cases					

36	TOMATOES, DICED	50	5# Bags					
38	BEAN SPROUTS	50	5# Bags					
39	CARROT COINS	500	Cases					
40	CELERY CRESCENTS	100	Bags					
41	JICAMA STICKS	1400	Bags					
42	ZUCCHINI COINS	50	#5 Bags					
43	YELLOW SQUASH COINS	50	Bags					
44	CAULIFLOWER FLORETS	500	Cases					
45	CUCUMBER COINS	1000	Cases					
46	GRAPES, LUNCH BUNCH	2500	Cases					
47	APPLE, FUJI SLICED	2500	Cases					
48	STIR FRY BLEND	100	Cases					
<b>ITEM NO.</b>	<b>ARTICLES REQUEST</b>	<b>Quantity</b>	<b>UNIT</b>	<b>Price Unit</b>	<b>Extension</b>	<b>Available Locally? (Y/N)</b>	<b>Price for Local Product</b>	<b>Extension</b>
50	CALIFORNIA BLEND	100	Cases					
51	GREEN PEPPER ONION MIX	100	Bags					
52	CABBAGE, GREEN AND RED SHREDDED	700	Bags					
53	YAM STICK JICAMA	375	Bags 5lbs					

Signature \_\_\_\_\_ . Date \_\_\_\_\_  
Printed Name \_\_\_\_\_



**OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 1516-0176, Request for Produce, Fresh Fruits and Vegetable Bid Roll Over  
Award for: Pacific Rim Produce Company of Oakland, CA.**

**Pacific Rim  
Oakland, CA**

**\$1,479,752.00**

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



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 1516-0176

**Department:** NUTRITION SERVICES

**Vendor Name:** Pacific Rim Produce

**Contract Term:** Start Date: April 15, 2016 End Date: April 14, 2017

**Annual Cost:** \$ 1,479,752.00

**Approved by:** JENNIFER LE BARRE

**Is Vendor a local Oakland business?** Yes ☒ No ☐

**Why was this Vendor selected?**

Nutrition Services is satisfied with this vendors service and produce quality and pricing since participating in and awarded the bid two years ago.

**Summarize the services this Vendor will be providing.**

Vendor will provide fresh fruits and vegetables to Oakland Unified Schools.

**Was this contract competitively bid?** Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**