

Produce /Deatails	Unit Size	Projected Qty	ProPacific	Trinity Fresh	Fresh Point S2S	Fresh Point WHS	Winning Bidder
* ITEMS BOLDED and ITALICS ARE PRICE BY EACH OR BY THE LB							
Apple Whole	198ct	73035	\$ 23.40	\$ 21.00	\$ 22.90	\$ 21.02	trinity fresh
Apple Bulk Sliced	20/2lb	8800#	\$ 1.14	\$ 1.21	\$ 1.37	\$ 0.94	trinity fresh
Apple Ind Wrapped	200/2z	200cs	\$ 55.80	\$ 45.00	\$ 46.82	\$ 42.99	trinity fresh
Asian Pears	70-80ct	50-100cs	\$ 25.72	\$ 19.00	\$ 34.66	\$ 31.82	trinity fresh
Banana Petite	150ct	10250ea	\$ 18.60	\$ 19.00	\$ 21.30	\$ 19.56	trinity fresh
Broccoli Florets	4/3lb	3197#	\$ 20.32	\$ 13.50	\$ 17.04	\$ 15.64	trinity fresh
Broccoli Slaw	4/5lb	400#	\$ 13.84	\$ 14.50	\$ 12.60	\$ 11.75	trinity fresh
Cabbage Green	5lb	25/5#	\$ 3.63	\$ 3.90	\$ 2.61	\$ 14.60	trinity fresh
Cantaloupe	Each	250ea	\$ 1.18	\$ 1.96	\$ 1.41	\$ 1.25	trinity fresh
Carrot Baby Peeled	5lb	9500#	\$ 4.27	\$ 4.75	\$ 7.32	\$ 6.72	trinity fresh
Carroteenie	200/1.6z	300cs	\$ 21.07	\$ 17.50	\$ 19.20	\$ 17.63	trinity fresh
Cauliflower Florets	3lb	900#	\$ 8.25	\$ 5.50	\$ 5.50	\$ 5.05	trinity fresh
Celery Sticks	5lb	600#	\$ 14.84	\$ 6.00	\$ 7.32	\$ 6.72	trinity fresh
Cucumber	3ct	120bags	\$ 2.33	\$ 1.14	\$ 6.40	\$ 5.88	trinity fresh
Fuyu Persimmons	110-120ct	100cs	\$ 28.80	\$ 20.00	\$ 25.38	\$ 23.30	trinity fresh
Grapes	Case	10650#	\$ 27.60	\$ 17.25	\$ 27.29	\$ 25.05	trinity fresh
Honeydew	each	300ea	\$ 2.58	\$ 2.00	\$ 2.33	\$ 2.14	trinity fresh
Jicama Sticks	5lb	1300#	\$ 11.50	\$ 8.50	\$ 11.29	\$ 10.36	trinity fresh
Kiwi	110-180ct	32100ea	\$ 25.50	\$ 18.50	\$ 26.13	\$ 23.99	trinity fresh
Lettuce 4-way	4/5lb	15000#	\$ 15.00	\$ 10.25	\$ 15.56	\$ 14.28	trinity fresh
Gren Leaf Crowns	10lb	245/10#	\$ 18.90	\$ 14.50	\$ 19.80	\$ 18.18	trinity fresh
Iceberg Shredded	5lb	14000#	\$ 13.20	\$ 2.75	\$ 3.38	\$ 3.10	trinity fresh
Red Leaf Crowns	10lb	249/10#cs	\$ 18.90	\$ 14.00	\$ 17.40	\$ 15.97	trinity fresh
Romaine Chopped	6/2lb	7419	\$ 2.90	\$ 1.72	\$ 2.92	\$ 2.68	trinity fresh
Mushrooms	1lb	450#	\$ 1.90	\$ 1.90	\$ 1.96	\$ 1.80	trinity fresh
Nectarines	90-100 ct	25-50 cases	\$ 0.22	\$ 0.22	\$ 0.26	\$ 0.24	trinity fresh
Onion Red	6ct	500ea	\$ 2.34	\$ 2.90	\$ 2.25	\$ 1.46	trinity fresh
Onion Yellow	6ct	300ea	\$ 1.98	\$ 2.75	\$ 1.23	\$ 0.85	trinity fresh
Onion Green	3ct	319 bags	\$ 0.94	\$ 1.90	\$ 3.25	\$ 2.98	trinity fresh
Orange	138ct	34580ea	\$ 22.14	\$ 17.90	\$ 19.39	\$ 17.80	trinity fresh
Orange Mandarine	130-160ct	300 cs	\$ 22.20	\$ 22.00	\$ 26.41	\$ 24.25	trinity fresh
Peaches-seasonal	90ct	25-50cs	\$ 25.20	\$ 20.00	\$ 22.39	\$ 20.55	trinity fresh
Pears D'Anjou Fresh	120-135ct	6238ea	\$ 24.60	\$ 18.90	\$ 26.43	\$ 24.26	trinity fresh
Peas Sugar Snap	10lb	950#	\$ 23.16	\$ 20.00	\$ 26.41	\$ 24.25	trinity fresh
Bell Pepper Green	6ct	243ea	\$ 3.54	\$ 3.00	\$ 3.05	\$ 19.60	trinity fresh
Bell Pepper Red	6ct	250ea	\$ 3.96	\$ 3.25	\$ 3.62	\$ 23.28	trinity fresh
Plums- seasonal	125ct	50-100cs	\$ 0.23	\$ 0.16	\$ 0.54	\$ 0.57	trinity fresh
Mandarines Satsuma	140-160ct	300cs	\$ 0.20	\$ 0.13	\$ 0.19	\$ 0.18	trinity fresh
Squash Italian Sticks	5lb	500#	\$ 3.06	\$ 3.25	\$ 10.50	\$ 9.64	trinity fresh
Strawberries	8/1lb	4942#	\$ 15.30	\$ 14.50	\$ 19.42	\$ 17.83	trinity fresh
Tomato Medium	20lb	2343#	\$ 15.00	\$ 12.50	\$ 19.20	\$ 17.63	trinity fresh
Tomato Grape	10lb	1098/10#	\$ 15.90	\$ 10.00	\$ 14.23	\$ 13.06	trinity fresh
Watermelon Seedless	3ct	2741#	\$ 18.41	\$ 11.50	\$ 23.30	\$ 21.39	trinity fresh
			\$ 579.55	\$ 450.19	\$ 581.96	\$ 582.24	trinity fresh

Trinity Fresh

Special Terms & Conditions

Read Carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the price request, which are the binding terms for the award. 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 Vince Enserro, Nutrition Services Director, (530) 891-3021x201 or Tanya Harter, Nutrition Specialist (530) 891-3021x207 prior to the June 25, 2014 deadline.

Award: The purpose is to award to a vendor for efficiency in ordering and delivery. The award may be made to one or more vendors, whichever is/are deemed to be in the best interest of CUSD. 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 Chico 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 District Accounting Department. We currently require billing by site with each delivery. Pre-numbered invoices are payable monthly unless otherwise agreed upon by Nutrition Services Department. Invoices must reflect PO number.
- 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** markup, 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.

Pre-numbered delivery slips/invoices, referencing the PO number must 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. All deliveries require a Nutrition Services employee's signature.

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 email) by each site the day before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders are accepted for items that are on the price request. If unauthorized items/substitutions 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.

Availability: Vendor will supply via email a complete list of products offered on a weekly basis with pricing and location of origin. Emailed to the following email addresses:

tharter@chicousd.org and venserro@chicousd.org

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 must 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 CUSD 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.

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 of 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. C.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** – *SEE ATTACHED SAMPLE REPORT*

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

Rated Best Able to Meet Guidelines - 20 points

Rated 2nd Best Able to Meet Guidelines - 15 points

Rated 3rd 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 2nd Best able to Meet Guidelines- 10 points

Rated 3rd 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 CUSD 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-
Rated 2nd Best Able to Meet Service Requirements-
Rated 3rd Best Able to Meet service Requirements-

10 Points
6 Points
2 Points

Total 91

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 Chico, CA. Chico 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 is to report to Chico 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 CUSD'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?

SEE ATTACHMENT A1

Please describe your relationships 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.

SEE ATTACHMENT A2

Chico Unified has existing relationships with a number of small farmers and aggregators who provide produce for the Nutrition Services Department. 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.

SEE ATTACHMENT A3

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

SEE ATTACHMENT A4

Right to Inspect: The Chico 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. If representatives of the District after such inspection determine that the vendor is not capable of performance satisfactory to the school district, the price request will not be considered or it will be cancelled.

Non-Performance: The school district reserves the right to discontinue service and hold the contractor in, upon 24-hour notice, if default all or any portion of any contract resulting from this price request is for unsatisfactory product or service or is determined to be detrimental to the health and welfare of students and school personnel. 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. 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 bid items 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 to 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 a 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: 17096

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) SEE ATTACHED _____
- 2) _____
- 3) _____

Please provide a brief statement of your company's qualifications for servicing CUSD. 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 CUSD in evaluating your application.

SEE ATTACHMENT A5

Delivery Trucks: List number/type of owned trucks-- 10-C Class, 7-B Class, 2-A Class

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

Name: Tabitha Angel Title: DM. & Account Management
Office Phone: 916-714-7368 x 216
Cell phone or pager: 916-317-9631

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 Nutrition Services Department, Attention: Vince Enserro, Director, 2455 Carmichael Drive, Chico, California, 95926 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 
SIGNATURE REQUIRED

Delivery 1 days from date of order.

Printed Name & Title: Sean Finney - Director of Sales

Name of firm: Trinity Fresh Distribution

Address: 8200 Berry Ave. Ste 140 Sacramento CA 95828
CITY STATE ZIP

Remit Address: SAME
CITY STATE ZIP

Phone: (916) 714-7368

FAX: (916) 251-2900

Website: www.trinityfresh.com

Email: seanfinney@trinityfresh.com

Remember to complete:

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

PRODUCE DELIVERY LOCATIONS

HIGH SCHOOLS

Chico High School 901 The Esplanade, Chico 95926-3993
Pleasant Valley High School 1475 East Avenue, Chico 95926-1699
Fair View High School 290 East Avenue, Chico 95926-1122

MIDDLE/JUNIOR HIGH SCHOOLS

Bidwell Jr. High 2376 North Avenue, Chico 95926-1499
Chico Jr. High 280 Memorial Way, Chico 95926-3999
Hank Marsh Jr. High 2253 Humboldt Road, Chico 95928

ELEMENTARY SCHOOLS

Chapman 1071 East 16th Street, Chico 95928-6207
Citrus 1350 Citrus Avenue, Chico 95926
Emma Wilson 1530 West 8th Avenue, Chico 95926
John McManus 988 East Avenue, Chico 95926-1398
Little Chico Creek 2090 Amanda Way, Chico 95928
Marigold 2446 Marigold Avenue, Chico 95926-1697
Neal Dow 1420 Neal Dow Avenue, Chico 95926-2441
Parkview 1770 East 8th Street, Chico 95928-4107
Shasta 169 Leora Court, Chico 95973-0252
Sierra View 1598 Hooker Oak Avenue, Chico 95926-2691
Rosedale 100 Oak Street, Chico 95928-5093
Hooker Oak 1238 Arbutus Avenue, Chico 95926-3586
Chico Country Day School 102 West 11th Street, Chico 95928
Nord Country School 5554 California Street, Chico 95973

DATE: May 19, 2014
SUBJECT: Request for Proposal
FOR: **Produce, Fresh Fruits & Vegetables K- 12 Schools**

Bid Opening Date: June 25, 2014 Time: 2:00 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 Nutrition Services Office at the address listed below by the time and date shown above.

For any further information call the Nutrition Services at (530) 891-3021.

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: <u>Trinity Fresh Distribution, LLC</u>	
SIGNED BY: <u>[Signature]</u>	
(Manual/Electronic Signature – unsigned bids will be rejected)	
Title: <u>Director of Sales</u>	
ADDRESS: <u>8200 Berry Ave. Ste. 140</u>	
<u>Sacramento, CA. 95828</u>	
PHONE NO: <u>916-714-7368</u>	FAX NO: <u>916-251-2900</u>
EMAIL ADDRESS: <u>SeanFinney@trinityfresh.com</u>	

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your bid.



Chico Unified School District
ATTN: Vince Enserro, Nutrition Services
2455 Carmichael Dr.
Chico, CA. 95928

June 24, 2015

Dear Mr. Enserro. :

We thank you for allowing us again to participate in your bidding process this year. Please read below the information regarding your bids pricing and credit process. If you have any questions or concerns about the bid, deliveries or ordering information, please contact your school specialist/sales representatives Lester Abernathy and Angie Haggerty.

Lester Abernathy
labernathy@propacificfresh.com
Office (530) 893-0596 ext. 4614
Cell 530-518-7911

Angie Haggerty
ahaggerty@propacificfresh.com
Office (530) 893-0596 ext. 4625

FAX (530) 893-0679

Clauses and Pricing

Please read through clauses below for a better understanding. Pro Pacific will put every effort into updating all customers of changes that occur due to market flocculation and seasonal changes and conditions. **All produce pricing is subject to change without notice.**

Act of God Clause: We do our best to evaluate pricing for the year but pricing may fluctuate due to the 'contact triggers' which vary from item to item. School fruits, such as apples, oranges and many others are weather sensitive per growing region where the fruit is produced. Items such as Ready Set Serve (RSS) salads products are also greatly affected by these changes in the weather. Pricing is based on not only weather conditions of growing areas, but also volume and market conditions of each product.

Material/Energy Clause: The price list in this proposal is based on the current cost from our suppliers. These costs include but are not limited to fuel, utilities, packaging materials and/or components. Should the cost of any of these materials increase to a level that impacts the program negatively, the price will be adjusted to reflect the increase. This pricing will be reviewed on a weekly basis.

Deliveries/Ordering

Deliveries will be made to specifications of the bid unless otherwise noted in the written documentation either from ProPacific Fresh or the bidding agency. Any questions or concerns should be directed to the school specialists listed above. Orders are to be placed one day prior to the scheduled delivery day in bid contract for each customer. Online orders placed Monday through Friday must be submitted **before 3:00pm** the previous day. Phone orders are always accepted and must be placed by 4:30pm Sunday through Friday.

**Credit Policy**

ProPacific Fresh guarantees 100% satisfaction on all products at the **Time of Delivery**. Any item may be returned for a full credit for reasons including to quality assurance, customer overstock, item not ordered, incorrect item sent, incorrect quantity sent, and damage to the product at **Time of Delivery**.

ProPacific Fresh understands that deliveries may not be able to be checked during time of delivery due to school serving times. A credit will be honored when notified of the situation **within 24 hours** of receiving the product for reasons including quality assurance, customer overstock, item not ordered, incorrect item sent, incorrect quantity sent, and damage to the product.

We look forward to working with you during the 2015-2016 school year to keep our future happy and healthy!

June 24, 2015

A handwritten signature in black ink, appearing to read 'Lester Abernathy'.

Lester Abernathy
labernathy@propacificfresh.com
Office (530) 893-0596 ext. 4614
Cell 530-518-7911

A handwritten signature in black ink, appearing to read 'Angie Haggerty'.

Angie Haggerty
ahaggerty@propacificfresh.com
Office (530) 893-0596 ext. 4625

FAX (530) 893-0679

CHICO UNIFIED SCHOOL DISTRICT
Nutrition Services
2455 Carmichael Drive
Chico, CA 95928-7132
530/891-3021 ext. 201

BID DOCUMENTS & QUOTATION FORMS
Produce, Fresh Fruits and Vegetables
2015 - 2016 School Year
Bid No. 2015-2016 NS-2

Due:

Friday, June 26, 2015 - Prior to 2:00 p.m.

Submission Options:

- 1) Electronically - Open and complete documents & forms using Adobe Acrobat Reader DC (free download). Save and email to cusdfoodbid@chicousd.org**
- 2) Hand Delivery - Submit sealed bid packet to Vince Enserro in Nutrition Services. Must sign-in when delivered. Date and time recorded.**

GENERAL INSTRUCTIONS AND CONDITIONS

SUBMITTING Bid Documents: Bid documents and Quotation forms must be received when due by the Nutrition Services Department, Chico Unified School District, 2455 Carmichael Drive, Chico 95928. Sealed bid shall be plainly marked, "Produce Bid No. 2015-2016 NS-2 and Vendor Name".

RESPONSIBILITY: All price quotes 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 quote. Verify your price quote 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 quotes; to waive any irregularities of informalities in any price quote; and to accept or reject any items on the price quote. No vendor may withdraw this price quote for a period of ninety (90) days after the date set for opening thereof.

TIE PRICE QUOTES: Whenever price quotes 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 quote 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.

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 Chico 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 quote 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 quote; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in price quote; the district is not subject to same.

DISCOUNT: Cash discounts when stated on price quote 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. 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 quote is not made, please notify the District if you wish to remain on the mailing list.

INTERPRETATIONS OF PRICE QUOTE DOCUMENTS: All interpretations of the price quote 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 quote 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: Bid 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 Bid, which are the binding terms for the award. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the bid. Statements or communications which serve to qualify or put conditions on any price quote, changes or additions to the price quote form, alternative bids, or any other modification of the price quote form which is not specifically called for may result in the District's rejection of the price quote as not being responsive. Non-conforming or qualified price quotes (such as stipulation of minimum orders, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.

Any questions regarding this bid shall be directed to Vince Enserro, Nutrition Services Director, (530) 891-3021x201 prior to the June 26, 2015 deadline.

Award: The purpose is to award to a vendor for efficiency in ordering and delivery. The award may be made to one or more vendors, whichever is/are deemed to be in the best interest of CUSD. 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 quotes as deemed necessary and in best interest of the Nutrition Services Department. All vendors are required to quote on each item listed.

Price quote must be substantially responsive on all items or price quote 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 quote 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 Chico 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 District Accounting Department. We currently require billing by site with each delivery. Pre-numbered invoices are payable monthly unless otherwise agreed upon by Nutrition Services Department.
- ☒ Invoices must reflect PO number.
- ☒ 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 quote, and to accept or reject any items thereon.

Term: The term of this price quote 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 bid, an addendum will be provided to all vendors prior to the bid opening. Any addendum will be signed and included with your bid response. Requests to amend any part of this bid must be done in writing prior to the bid 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** markup, 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 bid, 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.

Pre-numbered delivery slips/invoices, referencing the PO number must 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. All deliveries require a Nutrition Services employee's signature.

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 email) by CUSD Nutrition Services according to the needs of each site. Vendor may be required to alter orders daily. Orders are accepted for items that are on the price quote. If unauthorized items/substitutions 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.

Availability: Vendor will supply via email a complete list of products offered on a weekly basis with pricing and location of origin. Emailed to the following email addresses:
corear@chicousd.org and venserro@chicousd.org

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 quote 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 quote shall exhibit similar mark-up percentage as all other existing/awarded products on the price quote. 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 quote 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 must 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 CUSD 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.

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 of 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. C.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 Chico, Ca.

Rated Best Able to Meet Guidelines – 20 points

Rated 2nd Best Able to Meet Guidelines - 15 points

Rated 3rd 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 2nd Best able to Meet Guidelines- 10 points

Rated 3rd 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 CUSD 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.

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-
Rated 2nd Best Able to Meet Service Requirements-
Rated 3rd Best Able to Meet service Requirements-

10 Points

6 Points

2 Points

Total

77

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 Chico, CA. Chico 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 is to report to Chico 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 quotes certify that no preservatives are used in the preparation of products.

Answer the following questions related to CUSD'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?

ProPacific Fresh has partnered with ProAct and the Greener Fields Together Program that is connected with many small farms. They provide us access to many growers whom have been pre-screened to our quality and safety standards. In house we have a comprehensive database within our ERP system, which gives us the ability to identify, track, and label all local produce we distribute.

Please describe your relationships 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 quote indicating those under 500 acres.

Please see Appendix A

Chico Unified has existing relationships with a number of small farmers and aggregators who provide produce for the Nutrition Services Department. 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.

Please see Appendix A

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

Please see Appendix A

Right to Inspect: The Chico 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. If representatives of the District after such inspection determine that the vendor is not capable of performance satisfactory to the school district, the price quote will not be considered or it will be cancelled.

Non-Performance: The school district reserves the right to discontinue service and hold the contractor in, upon 24-hour notice, if default all or any portion of any contract resulting from this price quote is for unsatisfactory product or service or is determined to be detrimental to the health and welfare of students and school personnel. 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. Any bidder intending to provide products produced or grown in a foreign country must include such information on their price quote submission. Failure to include such information on the price quote submission can result in product rejection at the vendor's expense.

Nutrient Analysis: All items in the price quote 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 bid items 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 quote 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 quote.

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 to 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 quotes hereby certify that the price quote is genuine and not a 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 quote, 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: SRY-KHM-28-788451

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) <u>NATOMAS USD - JULIE DORMAN</u> | <u>916-567-5472</u> |
| 2) <u>MARYSVILLE USD - AMBER WATSON</u> | <u>530-749-6178</u> |
| 3) <u>TWIN RIVERS USD - JILL VANDYKE</u> | <u>916-566-1600</u> |

Please provide a brief statement of your company's qualifications for servicing CUSD. 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 CUSD in evaluating your application.

Please see Appendix B

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

ProPacific Fresh currently operates with 26 refrigerated Bobtails, and 33 refrigerated Tractor trailers. All delivery vehicles are refrigerated to ensure the freshest product and maintain our cold-chain supply standards.

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

Name: Les Abernathy

Title: Direct Sales Specialist

Office Phone: 530-893-0596

Cell phone or pager: 530-518-7911

Certification of Compliance: Vendors, by the act of submitting and signing price quote form, certify that they meet all of the criteria, terms, and conditions stipulated throughout the price quote document.

Price quote Submission: Bid documents must be signed and submitted by the time and date indicated. Bid documents and quotation forms may be submitted electronically to cusdfoodbid@chicousd.org or hand-delivered to the Nutrition Services Department, Attention: Vince Enserro, Director, 2455 Carmichael Drive, Chico, California, 95926 in a sealed envelope. The District will not be responsible for bids 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  Delivery 1 days from date of order.
SIGNATURE REQUIRED

Printed Name & Title: Les Abernathy Direct Sales Specialist

Name of firm: ProPacific Fresh

Address: 70 Pepsi Way Durham CA 95938
CITY STATE ZIP

Remit Address: P.O. Box 1069 Durham CA 95938
CITY STATE ZIP

Phone: 888 232-0908 FAX: 530 893-0679

Website: http://www.propacificfresh.com/ Email: labernathy@ProPacificFresh.com

Remember to complete:

- ◆ List of References
- ◆ District Contact
- ◆ Delivery Truck Information

Fresh Point

CHICO UNIFIED SCHOOL DISTRICT
Nutrition Services
2455 Carmichael Drive
Chico, CA 95928-7132
530/891-3021 ext. 201

**BID DOCUMENTS & QUOTATION FORMS
Produce, Fresh Fruits and Vegetables
2015 - 2016 School Year
Bid No. 2015-2016 NS-2**

Due:

Friday, June 26, 2015 - Prior to 2:00 p.m.

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- 1) Electronically - Open and complete documents & forms using Adobe Acrobat Reader DC (free download). Save and email to cusdfoodbid@chicousd.org**
- 2) Hand Delivery - Submit sealed bid packet to Vince Enserro in Nutrition Services. Must sign-in when delivered. Date and time recorded.**

GENERAL INSTRUCTIONS AND CONDITIONS

SUBMITTING Bid Documents: Bid documents and Quotation forms must be received when due by the Nutrition Services Department, Chico Unified School District, 2455 Carmichael Drive, Chico 95928. Sealed bid shall be plainly marked, "Produce Bid No. 2015-2016 NS-2 and Vendor Name".

RESPONSIBILITY: All price quotes 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 quote. Verify your price quote 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 quotes; to waive any irregularities of informalities in any price quote; and to accept or reject any items on the price quote. No vendor may withdraw this price quote for a period of ninety (90) days after the date set for opening thereof.

TIE PRICE QUOTES: Whenever price quotes 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 quote 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.

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 Chico 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 quote 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 quote; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in price quote; the district is not subject to same.

DISCOUNT: Cash discounts when stated on price quote 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. 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 quote is not made, please notify the District if you wish to remain on the mailing list.

INTERPRETATIONS OF PRICE QUOTE DOCUMENTS: All interpretations of the price quote 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 quote 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: Bid 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 Bid, which are the binding terms for the award. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the bid. Statements or communications which serve to qualify or put conditions on any price quote, changes or additions to the price quote form, alternative bids, or any other modification of the price quote form which is not specifically called for may result in the District's rejection of the price quote as not being responsive. Non-conforming or qualified price quotes (such as stipulation of minimum orders, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.

Any questions regarding this bid shall be directed to Vince Enserro, Nutrition Services Director, (530) 891-3021x201 prior to the June 26, 2015 deadline.

Award: The purpose is to award to a vendor for efficiency in ordering and delivery. The award may be made to one or more vendors, whichever is/are deemed to be in the best interest of CUSD. 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 quotes as deemed necessary and in best interest of the Nutrition Services Department. All vendors are required to quote on each item listed.

Price quote must be substantially responsive on all items or price quote 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 quote 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 Chico 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 District Accounting Department. We currently require billing by site with each delivery. Pre-numbered invoices are payable monthly unless otherwise agreed upon by Nutrition Services Department.
- ☒ Invoices must reflect PO number.
- ☒ Written HACCP Plan.
- ☒ Verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices. Please fill out reference section.

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 quote, and to accept or reject any items thereon.

Term: The term of this price quote 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 bid, an addendum will be provided to all vendors prior to the bid opening. Any addendum will be signed and included with your bid response. Requests to amend any part of this bid must be done in writing prior to the bid 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** markup, 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 bid, 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.

Pre-numbered delivery slips/invoices, referencing the PO number must 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. All deliveries require a Nutrition Services employee's signature.

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 email) by CUSD Nutrition Services according to the needs of each site. Vendor may be required to alter orders daily. Orders are accepted for items that are on the price quote. If unauthorized items/substitutions 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.

Availability: Vendor will supply via email a complete list of products offered on a weekly basis with pricing and location of origin. Emailed to the following email addresses:
corear@chicousd.org and venserro@chicousd.org

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 quote 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 quote shall exhibit similar mark-up percentage as all other existing/awarded products on the price quote. 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 quote 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 must 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 CUSD 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.

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 of 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. C.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 Chico, Ca.

Rated Best Able to Meet Guidelines – 20 points

Rated 2nd Best Able to Meet Guidelines - 15 points

Rated 3rd 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 2nd Best able to Meet Guidelines- 10 points

Rated 3rd 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 CUSD 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.

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-
Rated 2nd Best Able to Meet Service Requirements-
Rated 3rd Best Able to Meet service Requirements-

10 Points

6 Points

2 Points

Total

75

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 Chico, CA. Chico 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 is to report to Chico 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 quotes certify that no preservatives are used in the preparation of products.

Answer the following questions related to CUSD'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?

See attached.
Question #1



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

FreshPoint Central California partners with local farmers to bring locally grown product to our customers. Located in the Central Valley we are close to the source on many commodities. We focus on working with as many local farmers as possible during the local growing season. FreshPoint is capable of tracking local by farm, product, and distance. To identify and track local purchases, FreshPoint is the first company to bring to market an active local database that tracks local purchases down to the farm by item. We can report your local purchases from farms by 100, 250, or 500 miles away. Reports can also indicate your total percentage of local spend for any given time period. Weekly Local Hot Sheets are generated and distributed, along with seasonal availability guides to offer your schools up to date information on locally sourced produce options available for purchase.

CHICO UNIFIED SCHOOL DISTRICT
BID NO. 2015-2016 NS-2
PRODUCE

Please describe your relationships 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 quote indicating those under 500 acres.

see attached. Question #2

Chico Unified has existing relationships with a number of small farmers and aggregators who provide produce for the Nutrition Services Department. 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.

see attached. Question #3

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

See attached. Question #4

Right to Inspect: The Chico 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. If representatives of the District after such inspection determine that the vendor is not capable of performance satisfactory to the school district, the price quote will not be considered or it will be cancelled.

Non-Performance: The school district reserves the right to discontinue service and hold the contractor in, upon 24-hour notice, if default all or any portion of any contract resulting from this price quote is for unsatisfactory product or service or is determined to be detrimental to the health and welfare of students and school personnel. 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. Any bidder intending to provide products produced or grown in a foreign country must include such information on their price quote submission. Failure to include such information on the price quote submission can result in product rejection at the vendor's expense.

Nutrient Analysis: All items in the price quote 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.



2. Please describe your relationships 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 quote indicating those under 500 acres.

FreshPoint Central California typically works with pack-houses and grower-shipper operations due to the size of our operation and demand. However, we have worked with farms that are less than 500 acres if a specific customer has requested a particular item, to offer a specialty item to our customers, or to purchase locally. I have included our FreshPoint Central CA Local Grower/Shipper Address List this also denotes farms less than 500 acres.

3. Chico Unified has existed relationships with a number of small farmers and aggregators who provide produce for the Nutrition Services Department. 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.

FreshPoint Central California has enacted a Local Farmer or Native Farmer Program to facilitate relationships between our customers and local farmers. This program is designed to assist the small local/native farmer with affording the insurance that we require by filling in the gaps in coverage by purchasing insurance for them to cover the deficiency. The requirements would be that the need to agree and sign the Hold Harmless Agreement as is and sign off on the GAP letter if applicable. Also, the insurance certificate holder and additional insured still must be met even though the insurance amount is deficient. In addition, we will need to know how many acres of land they use for farming.

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

Yes, please see our attached Sustainability and Social Responsibility information sheet.