

**HUNTINGTON BEACH CITY SCHOOL DISTRICT**  
**FOOD SERVICES**  
**8750 Dorsett Dr.,HB, CA 92646**  
**714-378-2075    mchoi@hbcsd.us**

**REQUEST FOR QUOTATION FOR FRESH, PROCESSED PRODUCE AND OTHER FOOD**

**QUOTATION DUE BY:            Friday, June 5th, 2020            12:00 P.M.**

**SUBMIT TO:** Mina Choi, Director of Food and Services through email at mchoi@hbcsd.us

Notice is hereby given that the Huntington Beach City School District and Los Alamitos Unified School District acting by and through its Board of Education hereinafter referred to as the "DISTRICT", will receive Request for Quotation (RFQ) for **FRESH AND PROCESSED PRODUCE AND OTHER FOOD** as per specifications contained here within.

No submitter may withdraw the quote for a period of ninety (90) days after the due date.

**RECITALS:**

**GENERAL CONDITIONS:**

1. DISTRICT reserves the right to accept or reject quotations on any or all items. The DISTRICT reserves the right to waive any irregularities or informalities in any quotation.
2. This is not an order. No charge for packing, draying, postage or any other purpose will be allowed over and above the price quoted.
3. The DISTRICT participates in the Department of Defense produce program. Purchases for these programs may be separate and may not be included in this quotation, however, VENDOR may submit price for DoD for consideration.
4. Delivery Fee/Fee for Service. VENDOR must provide a landed delivery fee/fee for service for DoD items.
5. Non-collusion Affidavit. VENDORS are requested to submit an Affidavit of Non-collusion with their quotation.
6. Pricing. For all products purchased, DISTRICT will pay VENDOR cost plus delivery. The definition of cost is strictly limited to the price actually paid for the product by VENDOR to its primary (majority) supplier of that product plus reasonable freight and brokerage charges (if applicable) incurred by VENDOR to bring the product to its VENDOR'S dock. Should VENDOR receive any rebate or reimbursement of any kind from its supplier or any third party for any product, VENDOR agrees that the cost charged to DISTRICT will be (net) reduced by the full amount of the rebate or reimbursement received by VENDOR regardless of the source of the rebate or reimbursement. This cost plus pricing method applies to all products purchased by DISTRICT, regardless of the price, volume or frequency of ordering. Identify

method for setting the cost ceiling for weekly price fluctuations. VENDOR must provide price paid and proof (invoice) for the two week periods of the items on Exhibit B. DISTRICT will not share any information, recognizing the proprietor's information is confidential.

7. VENDOR must provide price for all other produce not listed in the market basket of the DISTRICT that are available for purchase.
8. Fuel Surcharge. Absolutely no fuel surcharges will be accepted, and the addition of such charges shall not be permitted during the period of the term of this contract.
9. Assigning of product cost. DISTRICT insists that the practices of VENDOR in setting base cost figures for each item must be consistent. VENDOR may price items based on the value of what is in Inventory or what is on the road or price of what is loading at shipping points. Whichever method VENDOR chooses, this method must be consistent on all market conditions and trends. Only one method for gathering cost figures can be employed. Additionally, the "majority provider" of each item to VENDOR should be used for the cost basis. In the event that more than one vendor and price is paid for the same item in the time period prior to setting weekly DISTRICT pricing, VENDOR may use a weighted average. However, DISTRICT will not accept pricing based on a lower volume/higher priced transaction when VENDOR is purchasing like product from "normal" sources at a lower cost.
10. Term. If accepted, terms are one year effective on the date signed by VENDOR and will remain in full force and effect until **July 31, 2021**. The term of the awarded contract will be one (1) year with up to two (one-year) extension options upon mutual agreement between DISTRICT and VENDOR.
11. Termination. This agreement may be terminated if the DISTRICT determines, in its sole and absolute discretion, that VENDOR has violated any provision of this agreement.
12. Payment Terms. VENDOR will submit two invoices at the time of delivery. VENDOR will submit a monthly statement summarizing the month's invoices for all sites. DISTRICT pays from the statement. Terms are thirty (30) days from the statement date.
13. Cost Information. VENDOR acknowledges and agrees that providing accurate cost information to DISTRICT on an on-going basis is an essential element of this contract. DISTRICT will review this information from time to time. In this regard, VENDOR agrees to furnish the following cost information to DISTRICT:
  - a. A weekly price sheet must be submitted to the District via email. This pricing sheet must be received by noon on each Tuesday. Prices will remain firm for the following week. A copy of the Los Angeles Wholesale Terminal Price listing for processed fruit and vegetables should be included each week with the VENDOR's price list.
  - b. On a monthly basis, VENDOR will submit velocity reports. This report will be emailed to DISTRICT on or before the fifteenth (15<sup>th</sup>) day of the following month.
14. Audit Rights. VENDOR acknowledges and agrees that the DISTRICT'S right to audit the books and records of VENDOR is an essential element of this contract. In this regard, DISTRICT has the following audit rights.
  - a. DISTRICT may audit VENDOR at any time upon providing VENDOR with at least seven (7) days'

notice. This audit may include up to thirty-five (35) items chosen by DISTRICT for the period of up to six (6) months preceding the date of the audit. The audit will include accounts receivable and accounts payable of VENDOR. VENDOR will provide the DISTRICT auditor with the original and one copy of the supplier invoice, freight invoice and brokerage bill for each item subject to the audit. Upon confirming the accuracy of the copies, the original invoices and bills will be immediately returned to VENDOR.

- b. If any pricing discrepancies are discovered in the audit, DISTRICT may expand the audit in its sole and absolute discretion to include up to all items ever sold by VENDOR to DISTRICT since the effective date of this contract. DISTRICT will be responsible for the expenses it incurs in performing audits. However, if the audit reveals significant pricing discrepancies, VENDOR agrees to reimburse DISTRICT for all expenses incurred by DISTRICT in performing the (expanded) audit.

15. VENDOR shall submit a HACCP plan on food safety and sanitation upon request of the DISTRICT.
16. Pricing Discrepancy. Should VENDOR overcharge DISTRICT for any item, VENDOR agrees to immediately reimburse DISTRICT the full amount of the overcharged. If VENDOR is found with repeated overcharges the District has the right to impose a penalty of up to one hundred percent (100%) of the overcharge. By way of example only, should VENDOR charge \$100.00 for items that it should have actually charged \$50.00, VENDOR will immediately reimburse DISTRICT the sum of \$50.00 for the overcharge. An additional sum of \$50.00 for the penalty for a total payment of \$100.00. VENDOR acknowledges and agrees that this penalty is fair and equitable due to the nature of the business and the severity of effects of overcharging on DISTRICT. VENDOR further acknowledges and agrees that due to the nature of the business and the closing of food and beverage records each month that VENDOR is entitled to a credit for undercharging DISTRICT only if VENDOR notifies DISTRICT of the undercharge within seven (7) days of the end of each month of sales. VENDOR waives any and all claims to credit for undercharging not brought to the attention of DISTRICT within this seven (7) day period.
17. Delivery & Minimums. Produce shall not be delivered in the freezer truck. There shall be no minimums in dollar volume or case counts.
18. Quantities. Quantities listed herein are estimates only and based on prior year's usage of the District. District reserves the right to purchase reasonably more or less than the quantity stated.
19. Compliance. VENDOR warrants and represents that its facilities, equipment and products are in compliance with all applicable laws, regulations, statutes, ordinances, codes and the like. VENDOR agrees to indemnify and hold harmless DISTRICT for any and all damages, fines, claims, actions, and the like, including all attorney's fees incurred, resulting from the failure of VENDOR to be in such compliance.

The VENDOR upon request of the DISTRICT must provide report of Facility inspection results.

20. Meetings. VENDOR agrees to meet with the DISTRICT as requested by the DISTRICT to discuss service issues, including specification compliance, pricing, quality, and yield issues. VENDOR and DISTRICT agree to bear their own expense for these meetings.
21. Hold Harmless. Vendor shall indemnify, defend and hold harmless the district, its Board of Education,

its officers, employees, volunteers, agents, students, and representatives from and against any and all suits, actions, claims, demands, causes of action, losses, costs, damages, liabilities, fines, expenses and penalties of any nature whatsoever (including attorneys' fees) arising out of, or alleged to have arisen out of:

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) or any other loss, damage or expense arising under either (1) or (2) above, sustained by Vendor or allegedly sustained by Vendor or the District upon or in connection with Vendor's performance called for in this Agreement, or connected with or allegedly connected with Vendor's delivery of product and service referenced in this Agreement.
- b) Any injury to or death of any person(s) or damage to any property caused by (i) Vendor's breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Vendor's and/or (iii) the alleged negligence or willful misconduct of Vendor, its officers, employees, volunteers, agents, representatives, servants, suppliers, contractors, and subcontractors, or any person, firm or corporation employed by Vendor, either directly, by independent contract, or by sub-contract, arising out of or in any way connected with the performance and service covered by this Agreement, whether said injury or damage occurs either on or off District property.
- c) In any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board of Education, officers, employees, volunteers, agents, students, and representatives on any such claim or liability, Vendor shall pay or satisfy any judgment that may be rendered against the District, its Board of Education officers, employees, volunteers, agents, students, and representatives in any action, suit or other proceedings as a result thereof.
- d) The District will indemnify and hold Vendor harmless from and against any and all suits, actions, claims, demands, causes of action, losses, costs, damages, liabilities, fines, expenses and penalties (including attorneys' fees) arising out of: (i) District's breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the District.
- e) The provisions of this Hold Harmless/Indemnification shall survive the termination of this Agreement.

## 22. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Prior to issuance of a purchase order, the Vendor shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the Vendor's policies have been endorsed to name the "Los Alamitos Unified School District, its officers, members of the Board of Education, employees and agents" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Vendor's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Food Services Department. During the term of the contract, the Vendor shall, at its own cost and expense maintains the following types of insurance:

- Show at least \$1,000,000/Occurrence and \$3,000,000/Aggregate of Commercial General Liability insurance coverage
  - Bodily Injury and Accidental Death Liability Insurance
  - Property Damage Liability Insurance
  - Premises/Operations Liability
  - Products/Completed Operations Liability
  - Contractual Liability
  - Broad Form Damage
  - Independent Contractor's Coverage
- \$1,000,000/occurrence of Automobile Liability for bodily injury, and property damage coverage (both owned and non-owned)
- Show evidence of Worker's Compensation Insurance in compliance with applicable statutory requirements and Employer's liability coverage in the amount of \$1,000,000 per occurrence
- Insurance certificate must name the District(s) as additional insured by separate written endorsement and on COI.
- A certificate or certificates of insurance and appropriate endorsements evidencing Vendor insurance coverage and naming the District, its Board of Education and respective officers, employees, volunteers, agents, students, and representatives as additional insured shall be submitted to the District with the RFQ.

23. No Waiver. The failure of either party to exercise in any respect any right provided for in this quote shall not be deemed a waiver of any right provided in the quote.

24. Assignment. Neither VENDOR nor DISTRICT may assign its rights and duties to any other party without the prior written consent of the other party.

25. Pursuant to Section 4552 of the Government Code, in submitting a quote to the District, the vendor offers and agrees that if the quote is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] Of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service by the vendor for sale to the District pursuant to the quote. Such assignments shall be made and become effective at the time the District tenders final payment to the vendor.

26. Buy American. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, Vendor offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this quote. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased or when the difference in product costs exceeds five (5) percent of the product cost. Complete exception list of known items at the time of submission.

In the event, when substitution does not fulfill the Buy American provision, Vendor must notify the District 48 hours before the delivery of the product.

The origin of the produce will be stated on all invoices.

27. Local Purchases. The District supports local businesses and reserves the right to purchase seasonal produce from its local community that meets the following requirements:

- a. Produce grown within 100 miles of the District.
- b. Delivered within 72 hours of harvest.

28. VENDOR will provide the District a list of client references and comments.

29. VENDOR will provide a list of services it provides to help promote School Nutrition Programs, for example, nutrition education, farmers market, etc.

30. Equal Employment Opportunity. It is the policy of the District that there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status in connection with any services performed for or on behalf of the District. The VENDOR must agree to comply with all applicable provisions of Federal and California State laws including, but not limited to, Sections 1410 and 1735 and Executive order 11246, "Equal Employment Opportunity." In addition, the VENDOR must agree to require like compliance by all subcontractors employed by him.

31. Tobacco Use Policy. In the interest of public health, the District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by District. Failure to abide with conditions could result in the termination of this agreement. Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

## **SPECIFICATIONS**

1. Each designated school will order and receive products. Please refer to Exhibit A, school listing and contact information.
2. The DISTRICT is seeking an open, transparent, and trust-based relationship with an established produce VENDOR. The VENDOR must be based in Southern California and have normal delivery capability in the geographic range covered by the DISTRICT. Before submitting a quote, please familiarize yourself with the locations of each designated school and be sure that your company can consistently deliver perishables according to Exhibit A.

### **This RFQ contains several key components:**

#### **Delivery**

- a. Number of delivery sites within the District.
- b. Frequency of deliveries.
- c. Delivery window.

List of specifications for products that may be purchased from your company.

- d. Descriptions of items including grade and size if applicable.
- e. Units of measure that the items will be purchased by.
- f. Acceptable specification variance permitted in order to take advantage of seasonal opportunities to reduce District cost per pound (i.e.: Full Pint Blueberries, 28 lb. Asparagus crates, etc.)

- g. Full item descriptions (including grade, size, count, UOM, etc.)
  - h. Proposed mark-up (in terms of \$\$\$ per case) not percentage based.
  - i. Final proposed, "sell" price to the District.
3. All produce must be fresh daily, top quality, U.S. no. 1 grade unless specified, and ready to use (ripe) unless District requests green or not ripe produce such as bananas. All below standard or unusable products due to spoilage will not be accepted.
  4. VENDOR as needed shall provide emergency service.
  5. VENDOR must abide by school policies regarding visitors on campus, parking, etc.
  6. The VENDOR must take back and exchange, credit for refund, any and all product which is unusable due to manufacturer product change, poor quality, deterioration of product before the end of its shelf life (expiration date), etc. which are not as a result of mishandling by the DISTRICT.
  7. The DISTRICT reserves the right to terminate the services in the event of unsatisfactory service and/or product.
  8. Copies of supplier invoices that support purchases of items in Exhibit B in the week of October 13, 2019 and the week of April 19, 2020.

The undersigned hereby proposes and agrees to furnish and deliver fresh and processed produce in accordance with terms and conditions and prices quoted.

Signature (authorized representative): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

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

Company: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Date: \_\_\_\_\_

*In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.*

*Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.*

*To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.*

*To request a copy of the complaint form, call (866) 632-9992.*

*Submit your completed form or letter to USDA by:*

*(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;*

*(2) fax: (202) 690-7442; or*

*(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).*

USDA is an equal opportunity provider.



Exhibit A

<b>Los Alamitos Unified School District</b>	
<b>School District</b>	Los Alamitos Unified School District
<b>Contact Name</b>	Celeste Calubaquib
<b>Billing Address</b>	10672 Reagan St. Los Alamitos CA 90720
<b>Phone #</b>	562-799-4592
<b>Zip Code of delivery site(s)</b>	90720
<b>2018/2019 Total Breakfast Meals Served</b>	40,653
<b>2018/2019 Total Lunch Meals Served</b>	556,820
<b>2018/2019 Breakfast Average Daily Participation</b>	225
<b>2018/2019 Lunch Average Daily Participation</b>	3,093
<b>Use a Cycle Menu? (Y/N)</b>	Y
<b>Number of Delivery Sites</b>	4
<b>Preferred Days of Delivery</b>	Tuesday, Friday
<b>Preferred Time of Delivery</b>	5:30 to 10:00 am

Los Alamitos Unified School District  
**Produce Delivery Schedule & Sites**

Site	Address	Delivery Time	Delivery Days
Los Alamitos Elementary (Central Kitchen)	10862 Bloomfield St., Los Alamitos CA 90720	5:30AM – 8:00AM	Tuesday, Friday
McAuliffe Middle School	4112 Cerritos Ave., Los Alamitos CA 90720	5:45AM-8:00AM; 9:00AM-10:30AM	Tuesday, Friday
Oak Middle School	10821 Oak St., Los Alamitos CA 90720	6:00AM-7:30AM; 8:30AM-10:00AM	Tuesday, Friday
Los Alamitos High School	3591 Cerritos Ave., Los Alamitos CA 90720	6:00AM-9:00AM	Tuesday, Friday

## Huntington Beach City School District

<b>School District</b>	Huntington Beach School District
<b>Contact Name</b>	Mina Choi
<b>Billing Address</b>	8750 Dorsett Dr., HB, CA 92646
<b>Phone #</b>	714-378-2076
<b>Zip Code of delivery site(s)</b>	92646
<b>2018/2019 Total Breakfast Meals Served</b>	70,103
<b>2018/2019 Total Lunch Meals Served</b>	391,580
<b>2018/2019 Breakfast Average Daily Participation</b>	390
<b>2018/2019 Lunch Average Daily Participation</b>	2176
<b>Use a Cycle Menu? (Y/N)</b>	N
<b>Number of Delivery Sites</b>	1
<b>Preferred Days of Delivery</b>	Monday, and Wednesday
<b>Preferred Time of Delivery</b>	7-8am, 10-12PM

### Huntington Beach City School District Produce Delivery Schedule & Sites

Central Kitchen Site	Address	Delivery Time	Delivery Days
Peterson Elementary	20661 Farnsworth Ln	7:00AM - 8:00AM 10:00AM -12:00PM	Monday, Wednesday

**Buy American Waiver Exception List**

This documentation is required for all food items that *are not* produced and processed in the U.S. with least 51% of its agricultural food components, by weigh or volume, from the U.S. The Buy America regulations state:

*Exceptions.* The purchase requirements described in paragraph (a) of this section shall not apply in instances when the recipient agency determines:

- (1) Recipients have unusual or ethnic food preferences which can only be met through purchases of products not produced in the U.S.;
- (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality;
- (3) the cost of U.S. produced food products is significantly higher than foreign products.

[53 FR 27476, July 21, 1988, as amended at 58 FR 39122, July 22, 1993; 67 FR 65015, Oct. 23, 2002]

Line Item Number:	Description:	Domestic Price	Non-Domestic Price (Foreign product)	Reason For Waiver	Country of Origin
<i>Sample</i>	<i>Sample: Ground Cinnamon</i>	<i>NA</i>		<i>Product is not produced in the U.S. in sufficient and reasonable quantities</i>	
<i>Sample</i>	<i>Sample: Canned Pineapple</i>	<i>\$29.95</i>	<i>\$59.95</i>	<i>U.S. Canned Pineapple is Significantly higher in cost (more than 10%)</i>	

Every effort shall be made to follow the Buy American Provision required by the National School Lunch Act to include domestically grown products in school food programs. By signing this certification, the Proposer is acknowledging the Buy American requirements per Instructions and will provide the requested documentation when offer of awarded item has been made to vendor.

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Item Description	Estimated Usage for 2021	Available deliver with in 72hrs. from the harvest	Available Season ( State the Months)	Your Pk Size	Cost ( \$)	Mark Up (\$)	Sell price to the District
LIMES-6 EACH 6ea	100						
MELON-CANTALOUPE BEST B 5-12ct	40						
MELON-HONEYDEW 3ea	60						
ONION-RED JUMBO 5#	30						
ONION-YELLOW DICED 1/4" 5LB	50						
ONION-YELLOW JUMBO 5LB	50						
ORANGE-CHOICE 138ct	200						
PEAR-(VARIETY) 135cs	90						
PEAS-SUGAR SNAP, PRE WASHED 5LB	200						
PEPPER-BELL RED CHOICE 5LB	80						
PINEAPPLE 2ea	20						
PINEAPPLE-GOLD 6-7CT CASE	40						
ROMAINE-CHOPPED 2LB	90						
ROMAINE-CHOPPED 1x1 CAS 6/2LB	350						
SALAD-3WAY MIX 5LB	60						
SALAD-3WAY MIX 4/5LB	200						
STRAWBERRIES-BEST BUY 8/1LB	160						
TOMATO-DICED 1/4" TRAY 5LB	40						
TOMATOES-GRAPE (clam 12/1pints	450						
TOMATO-SLICED 1/4" TRAY 5LB	90						
SEASONAL PRODUCE							
KIWI, 36VF 20#	90						
NECTARINE, YELLOW/WHITE VF 25#	20						
PEACHES,YELLOW/WHITE VF 25#	20						
PLUMS, RED/BLACK VF 28#	50						
STRAWBERRIES-BEST BUY 8/1LB	160						

Item Description	Estimated Usage for 2021	Available deliver with in 72hrs. from the harvest	Available Season ( State the Months)	Your Pk Size	Cost ( \$)	Mark Up (\$)	Sell price to the District
WATERMELON-SEEDLESS 3CT	80						

EXHIBIT B

Item description	Pack Size	Your Pack Size	Your Cost Week of October 13, 2019	Your Cost Week of April 19, 2020
APPLES VARIETY, 163CT	163CT			
APPLE SLICED, 200/2OZ	200/2OZ			
BANANAS PETITE GREEN TIP	40LB			
CUCUMBER-COINS 3/8"	5LB			
ORANGE-CHOICE	138CT			
ROMAIN CHOPPED 1X1 CASE	25LB			
TOMATOES-GRAPES (CLAM 12/1PTS)	12/1 PTS			