



**FALLBROOK UNION**  
**ELEMENTARY SCHOOL DISTRICT**

Child Nutrition Services Department  
409 West Fallbrook Street  
Fallbrook, CA 92028  
760-731-4352

**Request for Proposals**  
**#436-25-26**

**Farm to School California-grown  
Produce using Organic practices**

**For  
Fallbrook Union Elementary School District**

**RFP Due:**

**Friday, May 29, 2026**

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Notice of Request for Proposals**

Notice is hereby given that Fallbrook Union Elementary School District ("FUESD") is requesting proposals from qualified producers/ farmers/ produce hubs of **Farm to School California-grown Produce using Organic Practices** for the nutrition programs of the above-named District.

The Board of Education/Trustees for the FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT, CA (San Diego County), will receive electronic proposals for RFP Number #436-25-26 for the procurement of the following:

**Farm to School California-grown Produce using Organic Practices**

Request for Proposal documents are located on the FUESD website at <https://www.fuesd.org/proposals/>. FUESD will record and provide answers to any questions or requests for clarifying information about the RFP during the question and answer period. Electronic proposals must be received by Fallbrook Union Elementary School District promptly by 1:00 PM, on **May 29, 2026**. Proposals received after that time will not be considered and will be returned to proposer. Proposals shall be opened and evaluated in a private meeting.

FUESD is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. It is the vendor's responsibility to ensure that their proposal is delivered electronically to [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org). Each proposal must conform and be responsive to the contract documents. No proposal may be withdrawn for ninety (90) days.

FUESD, on behalf of the districts named above, reserves the right to reject any or all proposals, to waive any discrepancy or technicality, and to award the contract for goods or services to the qualified firm (or firms) whose proposals best comply with all the requirements set forth in the proposal documents and whose proposal, in the opinion of FUESD, while complying with all legal requirements, is in the best interest of the districts listed above. Following the review, and interviews and negotiations of the selected proposals, FUESD will make a recommendation to their governing board, at its scheduled meeting. Refer any questions to: Yessica Venegas, Accounting Specialist, at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

**Fallbrook Union Elementary School District**

**Farm to school California-grown Produce  
using Organic Practices  
RFP No. 436-25-26**

By Fallbrook Union Elementary School District  
Child Nutrition Services

Address all proposals to:

FUESD CNS  
Attn: Yessica Venegas  
Subject line: **RFP No.436-25-26**

409 W. Fallbrook Street  
Fallbrook, CA 92028

[yvenegas@fuesd.org](mailto:yvenegas@fuesd.org)

**Fallbrook Union Elementary School District**  
**RFP No.436-25-26**  
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**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0010: Introduction of Solicitation**

Fallbrook Union Elementary School District ("FUESD") is hereby requesting proposals from qualified providers of **Farm to School California-grown Produce using Organic Practices** for the nutrition programs of the FUESD. The purpose of this Request for Proposal (RFP) is to enter into a fixed-price contract with a food provider for the school year 2026-2027 (Attachment A). The contract awarded (if any) will be for one (1) year and renewable for one (1)-year terms up to two additional times. The winning proposer(s) will provide services to the district as described in the Scope of Services in the Specification Market Basket.

The District will choose the vendor(s) that meet the objectives of the solicitation and can provide the greatest overall benefit to the District for **the Marker Basket or line item** based upon the information presented in the proposal and any supplemental responses. While price alone is not the sole basis for award, it remains the primary consideration when awarding a contract under this procurement method pursuant to subsection (c) of 20111 of the California Public Contract Code.

Fallbrook Union Elementary School District's food service goals are to provide nutritious, high-quality reimbursable meals to students and participants, to accommodate special diets where medically necessary, and maintain a financially viable food service program [7CFR, sections 210.10 and 220.8, if applicable].

All procurement transactions are to be conducted in a manner that provides maximum open and free competition consistent with Title 2, Code of Federal Regulations (2CFR), Sections 200.319(a)(1-7). The District must share with every Respondent all information necessary for submitting a competitive proposal. The release of this RFP, evaluation of Respondents, and award of a contract will use competitive bidding standards established in all applicable California state and federal statutes and regulations.

Outlined below are competitive bidding standards:

- The purpose of soliciting competitive proposals is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc.
- The District released this RFP to benefit the Child Nutrition Services program and not the Respondents.
- Fulfillment of the RFP specifications is based on full and fair competition and acceptance by the District of the most responsive and responsible Respondent to the District's requirements, as determined by the Co-op when evaluating proposals based on the criteria contained in the RFP.

- The RFP must provide a basis for full and fair competition among Respondents to a common standard, free of restrictions that tend to stifle competition.

The above four points are for illustrative purposes only, and do not include all California state and federal requirements to achieve competitive bidding.

To respond to this RFP, interested Respondents must present evidence of experience, ability, and financial standing necessary to meet the requirements stated in this RFP. The District will measure this evidence by scoring the proposals, using a point system that will rank each proposal from highest to lowest, to determine which proposals they will consider for the award of a contract.

To be competitive in this solicitation, the Respondent must:

- Carefully read the entire RFP, attachments, exhibits, addenda, and the District's responses to questions before submitting a proposal.
- Ask appropriate questions or request clarification before the deadline on the RFP
- Submit all required responses by the required deadlines
- Follow all instructions and requirements of the RFP thoroughly and appropriately

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other errors in this RFP, the Respondents shall immediately notify FUESD of the error in writing and request clarification or a modification of the RFP. If the Respondent fails to notify the District of the error prior to the date for submission of proposals, and is awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0020: Schedule of Important Dates**

Dates of Advertisements	May 15, 2026 and May 22, 2026
Deadline for Requests for Clarification	May 22, 2026 by 10:00am
Response to Requests for Clarification Sent	May 22, 2026 by 4:00pm
Proposals Due	May 29, 2026 by 1:00 pm
District Sends Out Notice of Intent to Award	May 29, 2026 by 3:30pm
Protest Deadline	Jun 3, 2026 by 4:00pm
Tentative Date of Board Meeting for Contract Award	Jun 18, 2026

It is the sole responsibility of the Bidder/Proposer to monitor the website and ensure that they have reviewed all documents, addenda and/or clarifications prior to submitting a response. Failure to acknowledge changes to the proposal may result in a determination that the bidder is nonresponsive.

The District will make every effort to adhere to the schedule. However, the District reserves the right to amend the schedule, as necessary, and will post a notice of said amendment at <https://www.fuesd.org/proposals/>.

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0100: Request for Proposal Signature Page**

This Request for Proposals (RFP) is for **Farm to School California-grown Produce using Organic Practices** for Fallbrook Union Elementary School District.

Before bidding, please read the Instructions, Required Proposal Documents, and Contract Agreement and thoroughly acquaint yourself with the products and services requested. Submit all proposals electronically with the RFP number and name of the vendor in the subject field. Proposals must reach the email of [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org) by the scheduled due time and date. Follow the Required Proposal Documents Checklist to assist with ensuring a complete proposal package.

If further clarification is needed, contact Yessica Venegas, Accounting Specialist at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

<p>The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted.</p> <p>Signed By: _____</p> <p>Printed Name of Signer: _____</p> <p>Title: _____ Date: _____</p> <p>Company Name: _____</p> <p>Mailing Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>Phone: _____ Fax: _____</p> <p>E-Mail: _____</p>
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END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0200: Information to Proposers**

**1. PURPOSE**

Fallbrook Union Elementary School District, hereinafter referred to as the "District", is seeking proposals from qualified producers/ farmers/ produce hubs of **Farm to School California-grown Produce using Organic Practices**. This RFP consists of two (2) categories: Category I: Organic-Certified California-grown produce; Category II: California-grown produce using organic practices but non-certified. The RFP contract may be awarded to multiple producers/ farmers/ produce hubs by category or line item, whichever is at best interest to the District. All items are listed within the Specification Market Basket (Attachment E). A secondary vendor may be awarded by line item in any category as a backup vendor. This will only be used if the winning vendor(s) is unable to deliver the item(s) ordered by the district on a regularly scheduled delivery date. Further, in the event that the winning vendor is unable to fulfill the contract requirements which results in a termination of the original contract between the winning vendor and the Districts, a backup vendor may enter into a contract with the district upon mutual agreement without resubmitting another proposal. Proposals made in this agreement by the backup vendor shall stay effective until the end of the contract term. This proposal defines the programs, the products and the services that are being sought from the vendor and generally outlines the program requirements.

**2. DEFINITIONS**

The following terms may be used interchangeably. "FUESD" means Fallbrook Union Elementary School District. "RFP or Proposal" means response made to this solicitation by any proposer. "Proposer, Vendor" means offeror that submits a proposal in response to this solicitation. "Successful Vendor/Proposer" means proposer to whom award is made.

**3. ETHICS**

Fallbrook Union Elementary School District expects proposers to maintain high ethical standards throughout the competitive solicitation process. From the period beginning with the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting a response to this solicitation, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this RFP, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, and selection members, other than the named contact herein. The District will consider any respondent found to be engaging in such practices to be a non-responsible proposer/bidder and shall be grounds for disqualification of the entity submitting a response.

**4. SCOPE OF WORK**

The selected Vendor(s) will partner with the District over the term of the contract resulting from this proposal solicitation to furnish and deliver Certified organic California-grown produce and/or noncertified California-grown produce using organic farming or regenerative practices to FUESD Warehouse located at 409 West Fallbrook Street, Fallbrook, CA 92028. Vendor shall propose the price per purchase unit during the season each item is available, based on Attachment B. In the case that the Vendor is able to supply such item(s) outside the provided seasonal chart, they will include their own produce seasonality chart. The pricing proposed must remain in effect for the term of the contract from July 1st, 2026 to June 30th, 2027 during in-season produce availability. Prices quoted shall include, but not be limited to, all costs of the produce items themselves, as well as all costs associated with its processing, packing, handling, freight, fuel, distribution, and final delivery.

Unless otherwise specified, all products must follow the specifications indicated. All products must be fresh and U.S. Grade 1 or better. In the event of product quality failure, including but not limited to off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture, evidence of freezing, or otherwise unusable product factors, provisions must be made for pick up, exchange and issuance of appropriate credit. Additionally, products will be delivered free of infestation, including but not limited to larvae and rodent droppings.

#### **5. CATEGORY I: ORGANIC-CERTIFIED CALIFORNIA-GROWN PRODUCE**

The selected Vendor(s) will partner with the District over the term of the contract resulting from this proposal solicitation to furnish and deliver Certified organic California-grown produce with a U.S. Grade 1 or better for the District's Farm to School procurement. In order to be considered as an Organic-Certified California-grown produce, proposer must submit certification. In the event that no certification is provided, the proposed items will be disqualified due to failure to include such certification.

*AWARD NOTE: This category is awarded as a whole or by line item.*

#### **6. CATEGORY II: NON-CERTIFIED CALIFORNIA-GROWN PRODUCE USING ORGANIC PRACTICES**

The selected Vendor(s) will partner with the District over the term of the contract resulting from this proposal solicitation to furnish and deliver noncertified California-grown produce using organic farming or regenerative practices with a U.S. Grade 1 or better for the District's Farm to School procurement.

*AWARD NOTE: This category is awarded as a whole or line item.*

#### **7. VENDOR REQUIREMENTS**

The successful Prospect(s) must meet or exceed minimum qualification requirements as described herein. All submitted proposals must provide, at a minimum, all requested information contained within the "Attachment D: Vendor Questionnaire Form Technical Requirements". Prospective Vendor(s) do not need to bid on every product to be considered. The information should be organized as indicated in the proposal requirements. The District reserves the right to eliminate, from further consideration, any response which is deemed to be substantially or materially unresponsive to the proposal.

**a. Prospective Vendor Qualifications:**

To be considered a responsive, responsible, and good candidate for our program they must meet the following requirements:

- i. History of providing quality customer service and product to FUESD or can provide references to demonstrate this in proposal
- ii. Communicates in a timely manner via phone and email
- iii. Can provide product to meet all or the majority of FUESD needs for that product for several weeks during a season
- iv. Provide product that meets the specification outlined in the proposal
- v. Can deliver product within 5 days of harvest, unless the product can be cold stored for longer periods of time with advanced Director's approval
- vi. Be willing to participate in district farm to school education events, schedule permitting (optional).

**b. Definition of local and geographical preference:**

FUESD desires to serve fresh, locally grown products to its students. To this end, the Child Nutrition Department is seeking to develop a list of vendors that meet all procurement requirements from which quotes may be requested or supplied through weekly procurement or on an "as needed" basis. Under Federal law, this department, as the purchasing institution, has the authority to apply a "local" geographic preference to minimally processed foods and to determine what is "local" for the purposes of United States Department of Agriculture (USDA) programs such as the National School Lunch Program, the School Breakfast Program, the Fresh Fruits and Vegetable Program, the Special Milk Program, the Child and Adult Care Food Program, the Summer Food Service Program, and the Department of Defense Fresh Program. FUESD defines locally grown products eligible for the geographic preference for the purposes of this proposal as agriculture products that are minimally processed (as defined by the USDA rule 7 CFR 210.21; 220.16; 215.14a; 225.17; and 226.22) as grown and packaged or processed.

As allowed under Federal law, FUESD will provide a point evaluation difference during the evaluation of quotes to "locally grown products" purchased for

school food procurement as defined under this geographic preference. The tier difference is as follows:

Tier 1: A product that is grown and packaged or processed within the 100-mile radius of FUESD CNS Warehouse and within California State lines.

Tier 2: A product that is grown and packaged or processed outside the 100-mile radius of the district warehouse, but within California State.

## **8. CONTRACT TERM AND RENEWAL(S)**

The term of this contract shall be for one year from July 1, 2026 through June 30, 2027. At the District's discretion, this contract may be renewed for two additional one-year periods. Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement, not to exceed 3 years total.

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the second and third renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029 respectively. The vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If the Vendor requests a price increase in excess of five percent (5%), the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

## **9. GENERAL CONDITIONS AND INSTRUCTIONS**

Proposals are requested for furnishing the District for Farm to School California-grown Produce using Organic Practices during the period of July 1, 2026 through June 30, 2027. This proposal will not be evaluated as a whole in order to allow multiple successful vendors to be awarded by category or line item. To be considered a responsive prospective vendor to this solicitation the proposer must submit all required documents. If a proposer does not wish to bid in a given category or line item they may leave it blank or must write in "No Bid".

Any questions should be directed to Yessica Venegas, Accounting Specialist, via email at [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

## **10. INTERPRETATION OF PROPOSAL DOCUMENTS**

If a proposer is in doubt as to the true meaning of any part of the contract documents or finds any conflict, discrepancy, omission, or other errors from the specifications or terms, he or she may submit a written request for interpretation/clarification (RFI) or correction thereof. Any interpretation will be made only by written addendum. Interpretation of RFI will be posted online as an addendum at <https://www.fuesd.org/proposals/>. If the Respondent fails to notify the District of the error prior to the date for submission of proposals, and is awarded the contract, the

Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction. No oral interpretation will be provided to any proposing vendor.

**11. METHOD OF PRICING AND COMPLETING BID**

The proposed pricing methodology will also be applied to any new products requested by the District and any new products available to the Vendor. The District will be mindful and will limit the addition of new items to the basket after the contract has been executed. If a total of **10** or more items are added afterwards, it is at the District discretion to go out to bid for the additional items to have a fair and open competition. New commercial food products shall be priced using the Vendor's landed cost. Landed cost is defined as invoice cost from the farmer plus freight, if freight is not included with invoice cost.

**12. TERMS AND CONDITIONS**

**a. ESTIMATED USAGES**

**The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire Proposal.**

**b. SUBSTITUTIONS AND DISCONTINUED ITEMS**

Any and all products delivered during the period covered by this contract shall be only the exact item as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No produce will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified **at least three business days** in advance and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the District.

**c. PRODUCT RECALLS**

If a product recall is instituted on an item that has been furnished and delivered to the District, the Vendor must immediately notify the District's Child Nutrition Department with all pertinent information regarding the recall.

**d. UNACCEPTABLE PRODUCTS**

Out-of-date/expired, or nearly expired products- with less than 50% of product shelf-life, damaged product, products that have been relabeled and/or re-cased or show evidence of improper handling, "seconds", boxes with leaks, products of inferior quality, and products that are over mature, have excessive blemishes, etc., shall not be bid herein. District shall refuse upon delivery

and/or shall issue credit to the District for all the products returned that are damaged, defective, expired or about to expire, or do not meet specifications.

**e. PAST PERFORMANCE**

A Vendor may be ruled "non-responsible" based upon Vendor's unacceptable past performance that may include but is not limited to: late/non-deliveries, partial deliveries, delivery of wrong materials, products, not meeting specification, providing incorrect prices, invoicing problems, default, etc.

**f. FORCE MAJEURE CLAUSE**

Except for payments of sums due, neither party shall be liable to the other not deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by the reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the Vendor or the District.

**g. FUEL SURCHARGES**

Absolutely no fuel charges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

**h. ORDER CONDITIONS/DELIVERY MINIMUMS**

There shall be **no delivery minimum over the total value of \$500** in dollar volume or case counts. However, District shall be mindful of delivery sizes and case counts to keep distribution productive.

The District shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if the agreement expires or is terminated.

**i. VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Products will be delivered free of infestation including but to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN THESE PARAMETERS WILL BE REJECTED.

**j. DELIVERIES**

- i. The District will require delivery at least one (1) day per week. Delivery schedules will be determined by the District based on operational needs. Deliveries will be made to FUESD Central Warehouse between 6:30 AM – 9:00 AM on Monday, Wednesday, Thursday or Friday and will not be allowed outside the set parameters. Deliveries must be signed for, and all products must be delivered to the Child Nutrition Services Warehouse. There is no delivery during school holidays or weekends.

The successful Vendor will make mutually acceptable delivery time options available for the District. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. **(Delivery locations with delivery time window is included in the proposal document).**

Once a mutually agreed upon delivery schedule is established between the Vendor and the District, the Vendor will provide an order delivery confirmation email for a timely delivery of all orders is expected.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. If a delivery is within the time frame of forty-five (45) minutes of the delivery site daily closing time the District reserves the right to refuse the late delivery and will assume no financial obligation if the delivery is refused, to ensure no disruption to meal service, a representative from the Vendor must contact the District to negotiate an alternate delivery day and time. Frequent occurrences may result in cancellation of the Contract. The District may refuse unscheduled deliveries at the Vendor's expense.

**k. ACCOUNTING**

Invoices will be furnished in duplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, unit price. The copy/secondary invoice is to be kept by the Vendor. The original invoice must be signed by the individual receiving the product and is to be left for the child nutrition site designee (e.g. lead, manager). An invoice signed by the child nutrition site designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

**I. PAYMENT REQUIREMENT**

If awarded this contract, the vendor must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to the District before payment is rendered. The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the statement/invoice date.

**m. INSURANCE**

Vendor shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the District, its governing boards, its officers, its agents, and its employees from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth and be primary over any other insurance carried by the District. Vendors are required to furnish certificates of insurance, along with the additional insured endorsements, prior to start of work.

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- Insurance certificate must name the District(s) as additional insured.
- Certificate to be submitted by Awarded Vendor prior to first delivery.

**13. SAMPLES**

It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

**14. INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Proposer's responding to this RFP must follow the format in the section of Required Proposal Documents. Vendors must submit one (1) electronic copy of their proposal. All proposals shall be submitted electronically with the RFP #, Name of the Vendor, submission due date and time in the subject field. Example: RFP#436-25-26\_Vendor Name\_MM/DD/YYYY. All required documents are to be verified before submission, as they cannot be corrected after proposals are due. Vendors shall fully inform themselves as to all existing conditions and limitations. No allowance will be made because of lack of such examination, inquiry, or knowledge. It is the sole

responsibility of the Vendor to see that their proposal is received in proper time. Any proposals received after the scheduled closing time for receipt of proposals will not be considered. No oral or telephonic modification of any proposal submitted will be considered. You may include a link to your company's web site to reference supplemental or additional information.

Each proposal must have an original signature in blue ink of only one (1) responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the organization shall be furnished. Failure to sign properly may result in rejection of the proposal. Obligations assumed by such signature must be fulfilled.

Corrections made of entries on the proposal must be initialed in ink by the same person who signs the form for the Vendor. No corrections can be made after the time stated for receiving proposals.

#### **15. WITHDRAWAL OF PROPOSALS**

A vendor may withdraw a proposal electronically prior to the submission deadline. Proposals may not be withdrawn after May 29, 2026 at 1:00 p.m.

#### **16. AWARDS**

The District shall not be obligated to accept the lowest priced proposal (price will be the primary factor for evaluating and scoring), but will be evaluating proposals with the intent of awarding to one responsible vendor(s). The prospect vendor must pass satisfactory the technical requirements in the evaluation in order to be considered for the point evaluation portion. The District reserves the right to contract with any entity responding to this proposal, to reject any and all proposals without explanation or recourse. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. The District reserves the right of determination that item proposals meet or do not meet proposal specifications.

If the proposer wishes to only bid on a single item and/or category they must leave blank or write in "No Bid" in the Specification Market Basket (Attachment E1-E2) list provided, it shall be considered as no proposal submitted for said item.

The District further reserves the right to award to one or more vendors as determined to be in the best interest of the District. This proposal is intended to award a successful primary vendor per category or line item and a secondary or backup vendor in the event of default or non-availability of product. A vendor may be awarded multiple categories as primary vendor, as determined to be in the best interest of the District.

The District makes no representation that participation in the proposal process will lead to an award of contract, or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this proposal solicitation.

The District will award the contract based on the following criteria as described in Attachment C: Evaluation.

The District hereby notify all respondents that they will affirmatively ensure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability, or sexual orientation on consideration for the award.

### **17. PROTEST BY PROPOSERS**

Any RFP protest by any Proposer regarding any other vendor must be submitted in writing to the District, before 1:00 p.m. of the THIRD (3rd) business day following RFP Notice of Intent to Award.

- a. Only a Vendor who has actually submitted a proposal, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a protest. A Vendor may not rely on the protest submitted by another Vendor.
- b. A protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party. RFP protest must be submitted to:

Yessica Venegas, 409 W. Fallbrook Street, Fallbrook, CA 92028, Fax (760) 723-6143, e-mail: [yvenegas@fuesd.org](mailto:yvenegas@fuesd.org).

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

**18. EXECUTION OF CONTRACT**

The contract forms must be signed and presented with all the required documents to become fully executable once the School Board has approved the contract. The complete "Contract" consists of the following documents: Notice of Request for Proposals, Schedule of Important Dates, Request for Proposal Signature Page, Instructions to Proposers Required Proposal Documents Checklist, Required Proposal Documents Description of Documents, Contract, District Information, Reference List, Suspension and Debarment Certification, U.S. Department of Agriculture, Disclosure of Lobbying Activities, Iran Contracting Act of 2010 Compliance Affidavit, Non-Collusion Declaration, Buy American Certification, Tobacco-Free School Certification, Fingerprinting Certification, and Product Lists.

Failure or refusal of the successful proposer(s) to execute a contract upon award by the District may result in a claim for damages by the District and shall be grounds for immediate removal from the Districts' proposers list and bidding on future bid solicitations. The District may work with the backup vendor, or may reject all proposals and may issue a new solicitation for proposals.

**19. FAILURE TO FULFILL CONTRACT**

When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the member district may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the district. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful proposer may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the proposer provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in proposer disqualification in subsequent year(s) due to non-responsible practices.

**20. AWARD TO THE NEXT BEST VENDOR**

In the event of default or non-availability of product, the District reserves the right to use the next best Vendor and their stated bid prices as needed.

**21. TERMINATION**

**a. FOR CONVENIENCE**

The Contract may be terminated by the District without cause upon thirty (30) days' written notice to the Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this Contract. Other than payments for goods or services satisfactorily

rendered prior to the effective date, the bidder shall be entitled to no further compensation or payment of any type from the district.

**b. BY DEFAULT**

If the bidder refuses or fails to perform all or any part of its obligations in a timely manner, or if the bidder should be adjudged bankrupt, or if it should make general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its sub-vendors should violate any provisions of this contract, the contract will be terminated. Such notice shall contain the reasons for the intention to terminate the contract. Unless such violation(s) cease and arrangements satisfactory to the District for the correction have been made within ten (10) days after the serving of such notice, this contract shall, upon the expiration of the ten (10) days, cease and terminate.

**22. INDEPENDENT CONTRACTOR STATUS**

The District shall view the legal position of the proposer as an "independent contractor" and that all persons employed by the proposer to furnish services are employees, agents or officers of the proposer and not of the District. The District shall not be liable for any of the Contractor's acts or omissions performed under the contract to which the proposer is party. The proposer will complete IRS form 9 providing taxpayer identification number and also indicate whether the proposer is a corporation, sole-proprietor, partnership, individual, etc. The form must be on file with the District within sixty (60) days from the date for the Contract start date.

Contractor shall be free to contract for similar services to be performed for other employers while he/she is under contract with District. Contractor is not to be considered an agent or employee of the District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District may provide for its employees. District and Contractor acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. District and Contractor agree that (a) Contractor will remain free from the control and direction of the Districts in connection with the performance of the services; (b) the scope of work contemplated by this agreement is outside the usual course of the Districts' business; and (c) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the services performed under this agreement. Notwithstanding the provisions of Section 2750.3, Contractor desires to maintain independent contractor status in relation to the Services provide for the Districts hereunder. Contractor certifies that it shall not subcontract any of the services provided in accordance with this Contract and shall indemnify and hold harmless the District, its governing board, trustees, officers, agents, representatives, employees and volunteers from all employment related claims arising out of the employment relationship between the Districts and Proposer or its subcontractors or employees, including claims of misclassification under Labor Code section 2750.3.

**23. PROPOSERS CRITERIA FORM**

The Vendor Questionnaire Form (Attachment D) must be completed and submitted with this RFP.

**24. PROPOSERS DISCLOSURE INFORMATION**

All disclosure, certification and non-collusion forms and affidavits contained in this RFP must be completed and submitted with the RFP.

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0250: District Information**

**1. Fallbrook Union Elementary School District**

Zip Code(s) of Delivery Site(s)	92028
Number of Delivery Sites	1
Preferred Day(s) of Delivery	Monday/Wednesday/ Thursday/Friday
FUESD – CNS 409 W. Fallbrook Street, Fallbrook CA 92028 OFFICE (760)731-4352 FAX (760)723-6143	No loading dock, Area w/lifting gate available

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0280: Required Proposal Document Descriptions**

**1. Cover Letter**

Proposers must submit a cover letter on company letterhead that is a maximum of three (3) single-sided pages and includes the following:

- RFP number in the beginning of the letter.
- A brief statement of interest and summary of relevant qualifications to engage in a professional relationship with the Districts.
- The following statement: "I certify that I have read the attached RFP and accompanying instructions and that I am authorized to commit the firm to the proposal submitted."
- Name and Nature of Vendor's Legal Entity: Specify in the proposal the name and nature of the legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the proposal under the correct firm name. This section should include the following information:
  - Vendor name
  - Address
  - Name of contact person
  - Phone number
  - Email address
  - Year Vendor was established
  - Number of employees
  - Web site/Social Media page(s)
  - Signature of authorized officer or person
  - Corporate seal (if a corporation)

**2. Request for Proposal Signature Page**

An authorized officer or person shall sign the proposal under the correct firm name.

**3. Contact**

The form of contract, which the successful proposer, as Vendor, will be required to execute, is included in the contract agreement section and should be carefully examined and completed by the proposer. Proposers must submit a signed Contract that will be presented to the District's Board of Trustees for approval. The complete contract consists of the following documents: The Notice to Proposers, the Instructions to Proposers, the Accepted Bid, and the Contract Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The winning proposer

and, when applicable, the backup vendor will be required to execute and sign the contract agreement when the RFP is awarded.

#### **4. Reference List**

Please supply the contact information for three (3) references from local (within one hundred miles of the Districts) School District Food & Nutrition Services. List must include the following information for each contact:

- District name
- Address
- Contact name and telephone number

#### **5. Public Liability and Property Insurance**

Vendor shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the Districts, its governing boards, its officers, its agents, and its employees from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth and be primary over any other insurance carried by the District. Awarded proposer(s) is/are required to furnish certificates of insurance, along with the additional insured endorsements, prior to start of work.

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.
- Property Damage Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000 Aggregate.
- Insurance certificate must name the District(s) as additional insured.
- Certificate to be submitted by Vendor prior to award.

#### **6. Worker's Compensation Certificate**

Workers' Compensation insurance shall be maintained as required by California law. Proof of such insurance must be completed and submitted with your proposal.

#### **7. Hazard Analysis Critical Control Point (HACCP) Plan**

Vendors on this contract must have a HACCP Program in place for the company. A copy of the vendor's HACCP Plan must be submitted with this proposal.

#### **8. Food Security and Safety Program**

A copy of the Vendor's Food Security and Safety Program must be submitted with this proposal.

#### **9. Product Recall Program**

A copy of the Vendor's Product Recall Program must be submitted with this proposal.

**10. Disaster Contingency Plan**

A copy of the Vendor’s Disaster Contingency Plan must be submitted with this proposal.

**11. Evidence of Satisfactory Third-Party Safety Audits**

A copy of the third-party safety audit conducted during each of the last three years must be submitted with this proposal. These audits must be completed by an accredited food safety auditing organization.

**12. Suspension and Debarment Certification, U.S. Department of Agriculture**

This form must be completed and submitted with this proposal.

**13. Certification Regarding Lobbying & Disclosure of Lobbying Activities**

This form must be completed and submitted with this proposal.

**14. Iran Contracting Act of 2010 Compliance Affidavit**

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Proposers are ineligible to proposal on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Vendor/Proposer engages in investment activities in Iran. For proposals \$1,000,000 or more, proposers must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act of 2010 Compliance Affidavit attached and submit with their proposal at the time of proposal. Failure to do so may deem your proposal non-responsive.

**15. Buy American Certification**

This form must be completed and submitted with this proposal.

**16. Tobacco Free School Certification**

This form, regarding the Districts’ campus policies, must be completed and submitted with your proposal. Proposals received without this form/certification will not be considered.

**17. Fingerprinting Certification**

This form must be completed and submitted with your proposal. Proposals received without this form/certification will not be considered.

**18. Signature Page**

This page must be completed and submitted with your proposal.

**19. Non-collusion Declaration**

Vendors on this contract are required to submit a Declaration of Non-Collusion with their proposal. This form is included with the proposal package and must be signed and notarized under the penalty of perjury and dated.

**20. Required Proposal Documents Checklist**

This checklist must be completed and submitted with your proposal.

**21. Products List with Pricing**

Vendor must submit a filled-out Specification Market Basket Form (Attachment D1-D4) with applicable pricing.

**22. PAYMENT REQUIREMENT**

The awarded proposer(s) must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to the Districts before payment is rendered.

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0300: Required Proposal Document Checklist**

Vendors responding to this RFP must follow the format in the section of Required Proposal Documents. The following must be completed and submitted with the proposal package:

	Initials
1. Cover Letter (Note: Provide your own document with requested information)	
2. Doc 0100 Request for Proposal Signature Page	
3. Doc 0300 Required Proposal Document Checklist	
4. Doc 0400 Reference List	
5. Doc 0410 Suspension and Debarment Certification, U.S. Department of Agriculture	
6. Doc 0420 Disclosure of Lobbying Activities	
7. Doc 0430 Iran Contracting Act of 2010 Compliance Affidavit (optional)	
8. Doc 0440 Non-Collusion Declaration	
9. Doc 0450 Buy American Certification	
10. Doc 0460 Fingerprinting Certification	
11. Doc 0470 Tobacco-Free School Certification	
12. Doc 0500 Contract	
13. Doc 0600 Vendor Questionnaire and Technical Requirements Form	
14. Doc 0710 Market Basket: Organic-Certified	
15. Doc 0720 Market Basket: Non-Certified Produce	
16. Doc 0800 Proposal Price Summary Form	
17. Public Liability and Property Insurance (Note: Provide your own document.)	
18. Worker's Compensation Certificate (Note: Provide your own document)	
19. Hazard Analysis Critical Control Point Plan (Note: Provide your own document.)	
20. Product Recall Program (Note: Provide your own document.)	
21. Evidence of Satisfactory Third-Party Safety Audits (Note: Provide your own document)	
22. Payment Documentation	

Completed by: \_\_\_\_\_

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

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

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0400: Reference List**

List at least three (3) local (within one hundred miles of the Districts) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Proposer recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Proposer, therefore, releases the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Proposer or the Proposer's performance of work.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0410: Debarment Certification**

California Department of Education  
School Nutrition Programs Unit Child  
Nutrition and Food Distribution Division  
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION  
U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/ extending an existing contract exceeding \$100,000 per year. (This includes Food Service Management and Food Service Consulting Contracts.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS THAT FOLLOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
RFP#436-25-26  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ Printed Name	_____ Title	_____ Signature	_____ Date
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DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.

**G:SNP:DEBARMENT  
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the preceding certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

RFP #436-25-26

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0420: Lobbying Certification**  
**Certification Regarding Lobbying**

California Department of Education  
Nutrition Services Division  
Form ID PRU-12

Procurement Resources Unit  
January 2025

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Approved by OMB 0348-0046

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year ___ quarter ___ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____  <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

END OF DOCUMENT

RFP #436-25-26

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0430: Iran Contracting Certification**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**  
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits proposers engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A proposer who “engages in investment activities in Iran” is defined as either:

1. A proposer providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A proposer that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The proposer shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the proposer is not identified on the DGS list of ineligible businesses or persons and that the proposer is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three- year ineligibility to proposal on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the proposer shall provide its vendor or financial institution name, and Federal ID Number if available, in completing **ONE** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the proposer and that the proposer or financial institution identified below, or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a proposer financial institution engaged in investment activities in Iran, on a case by case basis, to be eligible for, or to proposal by or on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the proposer institution or financial identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the proposer or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	Date Executed

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0440: Non-Collusion Certification**

**TO BE EXECUTED BY AND SUBMITTED WITH PROPOSAL**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0450: Buy American Certification**

The undersigned Proposer hereby certifies on behalf of \_\_\_\_\_

\_\_\_\_\_ that it will meet Buy American requirements in Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)).

**The Buy American provision requirements** Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

**Limited exceptions** - There are limited exceptions to the Buy American provision which allow for the purchase of products not meeting the "domestic" standard as described above ("nondomestic") in circumstances when use of domestic products is truly not practicable.

Exceptions to the Buy American provision exist; they are to be used as a last resort. These exceptions, as outlined in the U.S.D.A. guidance, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive proposals reveal the costs of a U.S. product are significantly higher than 25% on the non-domestic product. Permission from the Districts shall be obtained before an exception to this provision is exercised.

**Permission from the Districts shall be obtained before an exception to this provision is exercised.**

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Printed name of Authorized Official: \_\_\_\_\_

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

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

END OF DOCUMENT

RFP #436-25-26

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0460: Fingerprinting Certification**

To the Board of Education of Fallbrook Union Elementary School District:

I, \_\_\_\_\_, certify that:

1. I have carefully read and understand California Education Code Section 45125.1 applies to contracts for the provision of photography services to the District. Section 45125.1 requires that individuals who will come into contact with pupils of a school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice ("CDOJ") and Federal Bureau of Investigation ("FBI") for a criminal records check. No such individual with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the District. This certification does not grant such approval.

2. Due to the nature of the work \_\_\_\_\_ will be performing for the District; company employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the CDOJ and FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0470: Tobacco Free Certification**

The Fallbrook Union Elementary School District ("District") Governing Board ("Board") recognizes the health hazards related to the use of tobacco and tobacco products, including the breathing of second-hand smoke and desires to provide a healthy environment for students and staff.

Therefore, the Board, in the best interests of the District, its students, and its employees, and in accordance with State and Federal laws, requires the District to be tobacco-free in all district buildings, facilities, and vehicles owned, leased or operated by the Fallbrook Union Elementary School District.

Tobacco-free shall mean prohibition of the use of tobacco or tobacco products on any part of school district grounds or buildings, in district vehicles, and at any time by anyone on district property. This includes tobacco use by staff, students, parents, and other individuals at any district-sponsored event or activity.

Per the tobacco-free school policy set forth in Board Policy Number 5131.62 of the Fallbrook Union Elementary School District a copy of which is stated above and is incorporated herein by reference; Photographers and any officers, agents and employees of either of them shall be deemed visitors to the District while on District premises. Pursuant to the terms of the Policy, the use of tobacco, or any product containing tobacco or nicotine products by any visitor on school premises is prohibited.

By signing below, the undersigned acknowledges notice of Board Policy 5131.62 and remedies set forth herein.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0500: Contract Agreement**

**THIS CONTRACT** ("Contract"), made and entered into this 18th day of June, 2026, by and between Fallbrook Union Elementary School District (the "District"), and \_\_\_\_\_ ("Vendor").

**RECITALS**

**WHEREAS**, the District has been granted authority to solicit for products and services.

**WHEREAS**, awarding of the proposal will be decided upon mutually by the District.

**WHEREAS**, the District has solicited proposals for the provision of Farm to School California-Grown Produce via Request for Proposals #436-25-26 ("the RFP"), whereby the District may agree to purchase specified products for the District use from the successful proposer(s).

**WHEREAS**, Vendor is the successful proposer or backup proposer under such RFP, and the District and Vendor hereby desires to set forth this Contract with respect to the sale to the District and the purchase from Vendor, of Products on the terms and conditions hereinafter set forth.

**WITNESSES:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. TERM OF AGREEMENT**

This proposal will be a one (1) year proposal with an initial contract period from July 1, 2026 through June 30, 2027.

**2. CONTRACT RENEWALS**

At the District's discretion, this contract may be renewed for two additional one-year periods. Contract renewals shall be approved in one-year increments under the same terms, and conditions as the original agreement. Not to exceed 3 years total.

The pricing submitted for the initial term of the contract will remain fixed until June 30, 2027. Pricing agreed to for the second and third renewals will remain fixed throughout each contract period ending June 30, 2028 and June 30, 2029 respectively. The vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as

price increase does not exceed five percent (5%). If the Vendor request a price increase in excess of five percent (5%), the contract may be renewed at the District's discretion. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

### **3. DISCONTINUANCE OF SERVICE**

Failure on the part of the successful Vendor to meet contract requirements shall be cause for cancellation, without further notice or demand by the District. Either party may cancel the contract upon a thirty (30) day written notice to the other party prior to the end of the contract term.

The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service; or to extend the contract with present Vendor upon annual review of weighted factors, performance of service and/ or provision of quality products.

The District shall hold the successful Vendor liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful Vendor fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful Vendor. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the successful Vendor. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

### **4. PRICING**

The pricing proposed must remain in effect for the term of the contract, including any annual extensions. The vendor(s) may only petition for an increase in pricing annually, sixty (60) days prior to the anniversary date of each renewal period, as long as price increase does not exceed five percent (5%). If the Vendor requests a price increase in excess of five percent (5%), the contract may be renewed at the District's discretion. The District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the District.

### **5. PRICE ADJUSTMENTS**

The successful Vendor shall be allowed to adjust prices on allowable bid prices upon presentation of suitable proof of a price increase from a farmer or processor. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than one hundred eighty (180) calendar

days from the date of proposal award, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both parties. In the event of a decline in price, the successful Vendor is to give the Districts the immediate advantage of such a decrease and inform the Districts of the decrease. All orders placed under this agreement shall be delivered and invoiced at the Contract price prevailing at the time the order is placed, regardless of the actual delivery date.

#### **6. FUEL SURCHARGES**

Absolutely no fuel charges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

#### **7. ORDER CONDITIONS/DELIVERY MINIMUMS**

There shall be **no delivery minimum over the total value of \$500** in dollar volume or case counts. However, District shall be mindful of delivery sizes and case counts to keep distribution productive. It is the Vendor understanding that if there's any minimum order requirements that were not disclosed before the award being awarded, this results in being noncompliant with the contract and therefore allowing the District to cancel the contract due to its failure to comply with the requirements.

The District shall not be obligated to purchase or reimburse the Vendor for any inventory of any products should purchases vary from the anticipated purchase patterns or if the agreement expires or is terminated.

#### **8. VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Vehicles must be capable of maintaining foodstuffs at appropriate temperatures and, where necessary, designed to allow those temperatures to be monitored. This means that vehicles that transport perishable food items, either frozen or refrigerated, must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures.

Additionally, products will be delivered free of infestation including but to larvae and rodent droppings.

ANY PRODUCT THAT FAILS TO BE DELIVERED WITHIN not limited THESE PARAMETERS WILL BE REJECTED.

#### **9. PRODUCT QUALITY CONTROL**

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be

detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Vendor's plant is located or by the applicable federal standards, whichever is higher.

Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, Vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of San Diego or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

Vendor shall follow appropriate procedures for First in First out (FIFO) stock rotation system. **Products received shall not be Out-of-date/expired, or nearly expired products- with less than 50% of product shelf-life from the date of delivery, without prior consent of the District.**

Vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Vendor's Hazard Analysis Critical Control Point (HACCP) system must be submitted with its submission. Proof of regular voluntary audits by a third-party inspector is required – copies from the previous 3 years must be included with the RFP submission.

In the event of a product contamination issue, Vendor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal (HACCP Plan, Food Security and Safety Program including Pest Control Policy).

#### **10. INFERIOR PRODUCT**

The Vendor agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. District shall refuse upon delivery and/or shall issue credit to the District for all the products returned that are damaged, defective, expired or about to expire, or do not meet specifications. The District's decision shall be final and credits must be provided upon request.

#### **11. PACKAGING**

Cases and packages shall be so constructed as to ensure safe and sanitary transportation to point of delivery. All packaging materials shall be FDA approved to

meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight.

## **12. BUY AMERICAN PROVISION**

Federal regulations require that to the maximum extent possible, only domestic products are purchased consistent with the "Buy American" provisions of Public Law [PL 105-336] under the Richard B. Russell National School Lunch Act. Therefore, Vendors offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. Proposals must comply with the Buy American Provisions pursuant to Senate Bill 490 Buy American Food Act, Food and Agriculture Code sections 58596.1, et seq., and AB 778, Food and Agriculture Code section 58595. "Agricultural food products" are defined to mean a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

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 for purchase, in accordance to Title 2, *Code of Federal Regulations (2 CFR)*, Part 200.319(a).

Pursuant to the Buy American Food Act, only agricultural food products grown, packed, or processed domestically are authorized unless any of the following exceptions apply:

The proposal or price of a nondomestic agricultural food product is more than 25 percent lower than the proposal or price of a domestic agricultural food product; **or**

The quality of the domestic agricultural food product is inferior to the quality of the domestic agricultural food product grown, packed, or produced non-domestically; **or**

The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the District.

Pursuant to the Assembly Bill 778, all local educational agencies must accept the bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when **both** of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic food product produced outside the state.

2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

In order to determine compliance with the Buy American Provisions, Proposers awarded the contract will be required to provide documentation certifying compliance with the requirements of the Buy American Provisions, as mandated by the Buy American Food Act including, without limitation, specific information about the percentage of U.S. content in any processed end product.

Vendor acknowledges and agrees to comply with the Buy American Food Act (Food and Agriculture Code section 58596.1, et seq., California Senate Bill 490), and provide District with all documentation necessary enabling District to confirm Vendor's compliance prior to delivery of each and every nondomestic agricultural commodity or product.

The documented exception must include the following:

- A description of the nondomestic commodities or products that the vendor offered and the reason they were not substituted for the domestic item.
- A synopsis of what third-party analysis was done by the vendor to determine cost and availability.

Documentation by the vendor outlining the price of both domestic and nondomestic commodities or products or lack of availability to justify the exception.

The dates that:

- The vendor informed the SFA of the nondomestic commodity or product,
- The SFA agreed to accept this food item in advance of delivery, and
- The date the commodity or product was received by the SFA.

For additional information on the Buy American Provision, please see **Title 7, Code of Federal Regulations [7 CFR], sections 210.21[d] and 220.16[d]**) : [Procurement in School Nutrition Programs - School Nutrition \(CA Dept of Education\)](#). and **USDA Policy Memo SP 38-2017: [USDA Food and Nutrition Service Documents & Resources web page](#)** and **Senate Bill 490 and Assembly Bill 778: [Changes to the Buy American Food Act \(CA Dept of Education\)](#)**.

### **13. DELIVERY REQUIREMENTS: SUBSTITUTION AND DISCONTINUED ITEMS**

Any and all products delivered during the period covered by this contract shall be only the exact item as requested by the District unless prior approval has been received to deliver alternate products. The District will not allow substitutions without prior approval. No product will be represented as being in conformance with the specification when such is not the case.

If the desired product is absolutely not available for any reason, the District shall be notified **at least three business days** in advance and the District shall be given options of a product that is of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the sole discretion of the Districts.

#### **14. DELIVERIES**

The successful Vendor will make mutually acceptable delivery time options available for the District. The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

Once a mutually agreed upon delivery schedule is established between the Vendor and the District, the Vendor will provide a delivery schedule, for all routes which include delivery window for each site and timely delivery of all orders is expected.

If, at any time, a delivery cannot be made within one (1) hour of scheduled time, the Vendor/Driver must notify the school/site to negotiate an alternate delivery time or day. If a delivery is within the time frame of forty-five (45) minutes of the delivery site daily closing time the District reserves the right to refuse the late delivery and will assume no financial obligation if the delivery is refused, to ensure no disruption to meal service, a representative from the Vendor must contact the District to negotiate an alternate delivery day and time. Frequent occurrences may result in cancellation of the Contract. The District may refuse unscheduled deliveries at the Vendor's expense.

#### **15. ACCOUNTING**

Invoices will be furnished in duplicate and include delivery site, product name, quantity ordered, quantity delivered, unit size, unit price. The copy/secondary invoice is to be kept by the Vendor. The original invoice must be signed by the individual receiving the product and is to be left for the child nutrition site designee (e.g. lead, manager). An invoice signed by the child nutrition site designee is required in order for the invoice to be processed for payment.

A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner.

#### **16. PAYMENT REQUIREMENT**

If awarded this contract, the vendor must provide a current signed W-9, Request for Taxpayer Identification (TIN) and Certification to each of the Districts before payment is rendered. The payment terms of this contract shall be "Net 30 days" unless otherwise indicated below. All invoices are due and payable within 30 days from the statement date.

#### **17. RIGHT TO AUDIT**

The Vendor shall submit to third party audits and/or inspections initiated by the Districts during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Vendors must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

**18. FORCE MAJEURE**

The parties to the proposal will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by "Act of God", fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is not due to the fault or negligence of the party not performing.

**19. SAFETY AND SECURITY**

The Vendor shall comply with all Districts security regulations. All products furnished and services 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.

Vendor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to the affecting district:

**Fallbrook Union Elementary School District**  
(760) 731-4352

**20. INSURANCE**

Vendor shall maintain during the life of this contract General Liability and Property Damage Insurance to protect themselves and, as an additional insured, the Districts, its governing boards, its officers, its agents, and its employees from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth and be primary over any other insurance carried by the Districts. Vendors are required to furnish certificates of insurance, along with the additional insured endorsements, prior to start of work.

- Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than \$1,000,000/\$2,000,000 Aggregate.

- Property Damage Liability Insurance including auto (both owned and non- owned): Not Less Than \$1,000,000 Aggregate.
- Insurance certificate must name the District(s) as additional insured.
- Certificate to be submitted by Awarded Vendor prior to first delivery.

### **21. AFFIRMATIVE ACTION**

The Vendor shall certify that it 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.

### **22. HOLD-HARMLESS CLAUSE**

To the fullest extent permitted by law, the Vendor agrees to indemnify, defend and hold the Districts entirely harmless from all liability arising out of: any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Vendor's employees or Vendor's subcontractor employees arising out of Vendors work under this proposal; and any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Districts, arising out of, or in any way connected with the Vendors work under this proposal, including injury or damage either on or off the Districts property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the Districts.

The Vendor, at the Vendor's own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Districts, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Districts, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

### **23. FINGERPRINTING**

Successful Vendor agrees to comply with all provisions of Education Code Section 45125.1 Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the Districts that will enter the sites and other Districts facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Vendor will provide the Districts with a list of all employees providing services pursuant to this RFP.

**24. PIGGYBACK CLAUSE/OTHER DISTRICTS**

For the term of the contract and any mutually agreed extensions, Vendor agrees to allow no more than 10 other school districts of like size or smaller within the California Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego to purchase identical sourcing and distribution services, upon the same terms and conditions contained in this contract. Any liability created by any such purchase orders issued against this Contract shall be the sole responsibility of the district placing the order. The District waives their right to require such other districts and offices to draw their warrants in favor of the District. **Acceptance or rejection of this clause will not affect the outcome of the award of the contract pursuant to this request for proposal.**

Option Granted \_\_\_\_\_ Option NOT Granted \_\_\_\_\_

Option Granted, but limited to the following Counties: \_\_\_\_\_

**25. RELATIONSHIP**

While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the Districts

**26. PROVISIONS. REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

**27. ATTORNEYS' FEES**

In the event of any dispute between the Districts, Individual District, and Contractor pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section shall survive the expiration or earlier termination of this Contract.

**28. GOVERNING LAW AND VENUE**

In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in the County of San Diego.

**29. SEVERABILITY**

If any provisions of the resulting Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written.

**DISTRICT:** Fallbrook Union Elementary School District      **VENDOR:** \_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_      **By:** \_\_\_\_\_

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

**Address:** 321 Iowa Street, Fallbrook, CA 92028      **Address:** \_\_\_\_\_

**Phone:** (760) 731-5445      **Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_      **Fax:** \_\_\_\_\_

Authorized Offices or Agents  
(Corporate Seal)

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0600: Vendor Questionnaire and Technical Requirements**

***Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal. No proposal shall receive consideration by the District unless they include responses to each question below.***

<b>Technical Requirements:</b>	<b>Yes/No</b>
Production practices: <u>Is your produce Certified Organic?</u>	
Production practices: <u>Is your produce Non-certified organic but using farming/Regenerative practices, free of chemicals and pesticides?</u>	
Location of origin: <u>All cases should be labeled with site of harvest and date of harvest</u>	
Geographic Preference: <u>California grown</u>	
Freshness: <u>Produce should be delivered within 5 days from harvest to maintain freshness</u>	

Vendor name & location:

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Can you direct deliver to the FUESD Central Warehouse between 6:30 AM – 1:00 PM on Monday, Wednesday, Thursday or Friday to 409 West Fallbrook Street, Fallbrook, CA 92028?

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Payment terms (receipt must be left at each delivery): Net 30

Please describe your organization's capacity to trace product from farm to institution:

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Describe the type of delivery vehicle intended to use (ie: Refrigerated truck/ lift or no lift/ personal):

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List inspections your facility receives from USDA/State/Local Inspectors:

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How often? \_\_\_\_\_

Provide copy of latest inspection report(s).

Do you have a Food Safety Certification and/or HACCP plan? \_\_\_\_\_

If yes, please provide a copy. If no, please attach a copy of the food safety and sanitation plan that is followed within your operation.

Please outline any methods of pest control utilized within your operation:

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Credit/return policy for poor quality:

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Are you available to visit school(s) and present your product(s) to students, how produce is grown, etc.? If so, please briefly outline your presentation(s):

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Are you able to provide cafeteria farmer and nutrition signage OR farm photos? If so, please describe your signage:

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Is your facility available for student field trips? If so, please briefly outline how the trip would be guided by you or your staff:

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Completed by: \_\_\_\_\_

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

Vendor's Signature \_\_\_\_\_ Date \_\_\_\_\_

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0710: Specification Market Basket**  
**Organic-Certified Produce**

Certified organic California-grown produce with a U.S. Grade 1 or better. In order to be considered as an Organic-Certified California-grown produce, proposer must submit certification. All items are to be sticker-free. In the event that no certification is provided, the proposed items will be disqualified due to failure to include such certification. If produce does not have certification, please list pricing on Non-Certified produce section. The prices shall remain in effect during the contract period. Vendor shall propose the price per purchase unit during the season each item is available. If pricing fluctuation happens during the time of contract, Vendor shall notify the Department Director in writing no less than 30 days prior to the price change.

Please use the following specs table item as a guide.

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
00	Non-Cert Tomato, Cherry	120 lbs per wk	52	Flat	\$ XX.XX
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, bright vibrant color. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or overripened and soft.</li> <li>• Fruit size: golf ball size</li> </ul> <p>Pack Size/Purchasable unit size: <b>15 PINTS PER FLAT</b>      Vendor's Code Number: <b>X123</b></p>					
<p>Specify County and Farm you intend to use:  <b>San Diego County, Family Farm</b></p>					
<p>Minimum # of Days Shelf Life Guaranteed Upon Delivery:  <b>10 days</b></p>					
<p>Months Fruit is Available:  <b>Year-round</b></p>					
<p>List of variety available:  <b>N/A</b></p>					

Document 0710: Organic-Certified

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
1	<b>Certified Apple, Variety 138 Count</b>	1,600 lbs per wk			\$
<p><b>Varieties: Granny Smith, Gravenstein, Fuji, Gala, Pink Lady, Gold Rush, Golden Delish, and Honeycrisp</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole apples. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Apples should be solid and heavy, not soft and light.</li> <li>• Fruit size: 138 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
2	<b>Certified Bell peppers, 68 Count</b>	50 lbs per wk			\$
<p><b>Varieties: Green and Red</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored with unblemished skin.</li> <li>• Size: 3-4 inches</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
3	<b>Certified Blueberries, Variety, Flat</b>	<b>200lbs per wk</b>			\$
<p><b>Varieties: Emerald, Jewel Star, Misty, O’Neal and Snowchaser</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole apples. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Berries should be plump, firm, deep blue/ purple blue and dry to touch</li> <li>• Fruit size: 138 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
4	<b>Certified Grapes, Variety Case</b>	<b>400 lbs per wk</b>			\$
<p><b>Varieties: Black, Green, and Red</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Grapes should be mature, firm, not shriveled or wet.</li> <li>• Grapes should be on the stem that is not dry or brittle.</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0710: Organic-Certified

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
5	<b>Certified Kiwifruit, Variety</b>	<b>600 lbs per wk</b>			\$
<p><b>Varieties: Hayward, and Maga</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Fresh, plump, whole kiwi, not mushy</li> <li>• Kiwi should be free of wrinkles, soft spots, cuts or bruises.</li> <li>• Fruit size: 33-39 count, whole</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
6	<b>Certified Lemons/Limes, Variety 140 Count</b>	<b>120 lbs per wk</b>			\$
<p><b>Varieties: Eureka, Lisbon, Bearss Lime, and Finger Lime</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Mature, well-formed fruit and juicy.</li> <li>• There should be no signs of decay, soft spots or internal discoloration.</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0710: Organic-Certified

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
7	<b>Certified Lettuce, Butterleaf,</b>	<b>80 heads per wk</b>			\$
<p><b>Varieties: Buttercrunch, Ermosa, and Marvel of Four Seasons</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Small, loose, rose-like head with soft creamy textured leaves.</li> <li>• Bright green to pale green leaves, well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
8	<b>Certified Mandarins, 88 Count</b>	<b>1,050 lbs per wk</b>			\$
<p><b>Varieties: Clementine, Fremont, Gold Nugget, Lee, Lee Nova, Nova, Royal, Page, and Tango</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Vibrant orange with no green, loose or puffy skin. Plump, smooth, firm to the touch.</li> <li>• Well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
9	<b>Certified Nectarines, 88 Count</b>	<b>1,200 lbs per wk</b>			\$
<p><b>Varieties: White flesh and Yellow flesh</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Creamy yellow base color flecked with a red blush. Plump, smooth, firm to the touch.</li> <li>• Well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
10	<b>Certified Oranges, 88 Count</b>	<b>960 lbs per wk</b>			\$
<p><b>Varieties: Blood, Cara Cara, Navel, and Valencia</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Firm, tight and smooth skin. Plump, firm to the touch.</li> <li>• Vibrant orange/ deep yellow colorWell-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
11	<b>Certified Peaches, 80 Count</b>	<b>1,200 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peaches. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Fruit size: 80 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
12	<b>Certified Pears, 80 count</b>	<b>500 lbs per wk</b>			\$
<p><b>Varieties: Barlett, Bosc, Comice, Seckel, and Asian Pear</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peaches. <b>No Stickers</b> on individual fruit.</li> <li>• Vibrant characteristic color. Well-colored smooth, unbruised skin.</li> <li>• Fruit size: 80 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
13	<b>Certified Snap peas, Case</b>	<b>80 lbs per wk</b>			\$
<p><b>Varieties: Cascadia, Stringless Sugar Sprint, Super Sugar Snap</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peas. <b>No Stickers</b> on individual fruit.</li> <li>• Bright/medium green color. Plump, firm and roughly cylindrical not flat. Pods feel packed and about 3 inches long. Should feel rigid than thin.</li> <li>• Fruit size: 80 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
14	<b>Certified Strawberries, Flat</b>	<b>700 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Bright red-colored, shiny skin with fresh green cap; no bruising, or mushy</li> <li>• Fruit should be firm, not overripe or underdeveloped</li> <li>• Free of moisture, mold or decay</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0710: Organic-Certified

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
15	<b>Certified Tangerine, 72 Case</b>	<b>1,200 lbs per wk</b>			\$
<p><b>Varieties: Daisy, Dancy, Fairchild, Honey, Kishu, Murcott, Minneola, Tangelo, Satsuma, and Pixie</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Mature well-colored, with smooth texture</li> <li>• Bright orange with easily peelable skin, with sweet juicy flavor</li> <li>• Should be free from decay, unhealed skin breaks, hard or dry skins or other defects.</li> <li>• Fruit size: 150 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
16	<b>Certified Watermelon, Seedless, Each</b>	<b>640 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Fresh ripe watermelon</li> <li>• Watermelons should not be mushy, stringy, or have an insipid taste.</li> <li>• Firm, heavy for size and seedless</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
				\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>				
Specify County and Farm you intend to use:				
Minimum # of Days Shelf Life Guaranteed Upon Delivery:				
Months Fruit is Available:				
List of variety available:				

Item No.	Item Description and Specifications	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
				\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>				
Specify County and Farm you intend to use:				
Minimum # of Days Shelf Life Guaranteed Upon Delivery:				
Months Fruit is Available:				
List of variety available:				

END OF DOCUMENT

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Document 0720: Specification Market Basket**  
**Non-Certified Produce**

Non-Certified California-grown produce with a U.S. Grade 1 or better. All items are to be sticker-free. If produce does not have certification, please list pricing on Non-Certified produce section. The prices shall remain in effect during the contract period. Vendor shall propose the price per purchase unit during the season each item is available. If pricing fluctuation happens during the time of contract, Vendor shall notify the Department Director in writing no less than 30 days prior to the price change.

Please use the following specs table item as a guide.

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
00	Non-Cert Tomato, Cherry	120 lbs per wk	52	Flat	\$ XX.XX
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, bright vibrant color. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or overripened and soft.</li> <li>• Fruit size: golf ball size</li> </ul> <p>Pack Size/Purchasable unit size: <b>15 PINTS PER FLAT</b>      Vendor's Code Number: <b>X123</b></p>					
<p>Specify County and Farm you intend to use:  <b>San Diego County, Family Farm</b></p>					
<p>Minimum # of Days Shelf Life Guaranteed Upon Delivery:  <b>10 days</b></p>					
<p>Months Fruit is Available:  <b>Year-round</b></p>					
<p>List of variety available:  <b>N/A</b></p>					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
1	<b>Certified Apple, Variety 138 Count</b>	1,600 lbs per wk			\$
<p><b>Varieties: Granny Smith, Gravenstein, Fuji, Gala, Pink Lady, Gold Rush, Golden Delish, and Honeycrisp</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole apples. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Apples should be solid and heavy, not soft and light.</li> <li>• Fruit size: 138 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
2	<b>Non-Certified Bell peppers, 68 Count</b>	50 lbs per wk			\$
<p><b>Varieties: Green and Red</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored with unblemished skin.</li> <li>• Size: 3-4 inches</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
3	<b>Non-Certified Blueberries, Variety, Flat</b>	200lbs per wk			\$
<p><b>Varieties: Emerald, Jewel Star, Misty, O’Neal and Snowchaser</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole apples. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored, shiny skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Berries should be plump, firm, deep blue/ purple blue and dry to touch</li> <li>• Fruit size: 138 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
4	<b>Non-Certified Grapes, Variety, Case</b>	400 lbs per wk			\$
<p><b>Varieties: Black, Green, and Red</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Grapes should be mature, firm, not shriveled or wet.</li> <li>• Grapes should be on the stem that is not dry or brittle.</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
5	<b>Non-Certified Kiwifruit, Variety</b>	<b>600 lbs per wk</b>			\$
<p><b>Varieties: Hayward, and Maga</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Fresh, plump, whole kiwi, not mushy</li> <li>• Kiwi should be free of wrinkles, soft spots, cuts or bruises.</li> <li>• Fruit size: 33-39 count, whole</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
6	<b>Non-Certified Lemons/Limes, Variety , 140 Count</b>	<b>120 lbs per wk</b>			\$
<p><b>Varieties: Eureka, Lisbon, Bearss Lime, and Finger Lime</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Mature, well-formed fruit and juicy.</li> <li>• There should be no signs of decay, soft spots or internal discoloration.</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
7	<b>Non-Certified Lettuce, Butterleaf, Variety</b>	<b>80 heads per wk</b>			\$
<p><b>Varieties: Buttercrunch, Ermosa, and Marvel of Four Seasons</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Small, loose, rose-like head with soft creamy textured leaves.</li> <li>• Bright green to pale green leaves, well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
8	<b>Non-Certified Mandarins, 88 Count</b>	<b>1,050 lbs per wk</b>			\$
<p><b>Varieties: Clementine, Fremont, Gold Nugget, Lee, Lee Nova, Nova, Royal, Page, and Tango</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Vibrant orange with no green, loose or puffy skin. Plump, smooth, firm to the touch.</li> <li>• Well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
9	<b>Non-Certified Nectarines, 88 Count</b>	<b>1,200 lbs per wk</b>			\$
<p><b>Varieties: White flesh and Yellow flesh</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Creamy yellow base color flecked with a red blush. Plump, smooth, firm to the touch.</li> <li>• Well-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
10	<b>Non-Certified Oranges, 88 Count</b>	<b>960 lbs per wk</b>			\$
<p><b>Varieties: Blood, Cara Cara, Navel, and Valencia</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole nectarines. <b>No Stickers</b> on individual fruit.</li> <li>• Firm, tight and smooth skin. Plump, firm to the touch.</li> <li>• Vibrant orange/ deep yellow colorWell-colored with unblemished skin.</li> <li>• Fruit size: 88-96 count (1 whole; raw nectarine = 1/2c fruit)</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
11	<b>Non-Certified Peaches, 80 Count</b>	<b>1,200 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peaches. <b>No Stickers</b> on individual fruit.</li> <li>• Well-colored skin; no bruising, broken skins, or internal breakdown or browning.</li> <li>• Fruit size: 80 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
12	<b>Non-Certified Pears, 80 count</b>	<b>500 lbs per wk</b>			\$
<p><b>Varieties: Barlett, Bosc, Comice, Seckel, and Asian Pear</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peaches. <b>No Stickers</b> on individual fruit.</li> <li>• Vibrant characteristic color. Well-colored smooth, unbruised skin.</li> <li>• Fruit size: 80 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
13	<b>Non-Certified Snap peas, case</b>	<b>80 lbs per wk</b>			\$
<p><b>Varieties: Cascadia, Stringless Sugar Sprint, Super Sugar Snap</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. Fresh, firm, whole peaches. <b>No Stickers</b> on individual fruit.</li> <li>• Bright/medium green color. Plump, firm and roughly cylindrical not flat. Pods feel packed and about 3 inches long. Should feel rigid than thin.</li> <li>• Fruit size: 3 inch long</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
14	<b>Non-Certified Strawberries, Flat</b>	<b>700 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Bright red-colored, shiny skin with fresh green cap; no bruising, or mushy</li> <li>• Fruit should be firm, not overripe or underdeveloped</li> <li>• Free of moisture, mold or decay</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
15	<b>Non-Certified Tangerine, 72 Case</b>	<b>1,200 lbs per wk</b>			\$
<p><b>Varieties: Daisy, Dancy, Fairchild, Honey, Kishu, Murcott, Minneola, Tangelo, Satsuma, and Pixie</b></p> <ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Mature well-colored, with smooth texture</li> <li>• Bright orange with easily peelable skin, with sweet juicy flavor</li> <li>• Should be free from decay, unhealed skin breaks, hard or dry skins or other defects.</li> <li>• Fruit size: 150 count</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Item No.	Item Description and Specifications	Estimated Weekly Quantity (lbs.)	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
16	<b>Non-Certified Watermelon, Seedless, Each</b>	<b>640 lbs per wk</b>			\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>• Fresh ripe watermelon</li> <li>• Watermelons should not be mushy, stringy, or have an insipid taste.</li> <li>• Firm, heavy for size and seedless</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>					
Specify County and Farm you intend to use:					
Minimum # of Days Shelf Life Guaranteed Upon Delivery:					
Months Fruit is Available:					
List of variety available:					

Document 0720: Non-Certified Organic practices

Item No.	Item Description and Specifications	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
				\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>				
Specify County and Farm you intend to use:				
Minimum # of Days Shelf Life Guaranteed Upon Delivery:				
Months Fruit is Available:				
List of variety available:				

Item No.	Item Description and Specifications	# of weeks in season	Pack Size/ Purchase Unit	Unit Price
				\$
<ul style="list-style-type: none"> <li>• U.S. No. 1 or better. <b>No Stickers</b> on individual fruit.</li> <li>•</li> <li>•</li> <li>•</li> </ul> <p>Pack Size/Purchasable unit size: _____ Code Number: _____</p>				
Specify County and Farm you intend to use:				
Minimum # of Days Shelf Life Guaranteed Upon Delivery:				
Months Fruit is Available:				
List of variety available:				

END OF DOCUMENT

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Document 0800: Proposal Price Summary Form**

Vendor Name: \_\_\_\_\_

The prices shall remain in effect during the contract period. Vendor shall propose the price per purchase unit during the season each item is available. If pricing fluctuation happens during the time of contract, Vendor shall notify the Department Director in writing no less than 30 days prior to the price change.

Please insert the **in-season** purchase unit price as well as the extended price of each item (above) in the appropriate space below:

**Organic Certified California-Grown**

Item No.	Item Description	Purchase Unit Price	Extended Price
1	<b>Organic-Certified Apple, Variety 138 Count</b>	\$	\$
2	<b>Organic-Certified Bell peppers, 68 Count</b>	\$	\$
3	<b>Organic-Certified Blueberries, Variety</b>	\$	\$
4	<b>Organic-Certified Grapes, Variety</b>	\$	\$
5	<b>Organic-Certified Kiwifruit, Variety</b>	\$	\$
6	<b>Organic-Certified Lemons/Limes, Variety, 140 Count</b>	\$	\$
7	<b>Organic-Certified Lettuce, Butterleaf, Variety</b>	\$	\$
8	<b>Organic-Certified Mandarins, 88 Count</b>	\$	\$
9	<b>Organic-Certified Nectarines, 88 Count</b>	\$	\$
10	<b>Organic-Certified Oranges, 88 Count</b>	\$	\$
11	<b>Organic-Certified Peaches, 80 Count</b>	\$	\$
12	<b>Organic-Certified Pears, 80 count</b>	\$	\$
13	<b>Organic-Certified Snap peas</b>	\$	\$
14	<b>Organic-Certified Strawberries</b>	\$	\$
15	<b>Organic-Certified Tangerine, 72 Count</b>	\$	\$
16	<b>Organic-Certified Watermelon, Seedless</b>	\$	\$
17		\$	\$
18		\$	\$
		\$	\$

		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Cost</b>			\$

Is there a minimum delivery amount? Yes No

If yes, what is the minimum (dollar or case amount)? \_\_\_\_\_

The prices shall remain in effect during the contract period. Vendor shall propose the price per purchase unit during the season each item is available. If pricing fluctuation happens during the time of contract, Vendor shall notify the Department Director in writing no less than 30 days prior to the price change.

Please insert the **in-season** purchase unit price as well as the extended price of each item (above) in the appropriate space below:

**Non-Certified California-Grown**

Item No.	Item Description	Purchase Unit Price	Extended Price
1	<b>Non-Certified Apple, Variety 138 Count</b>	\$	\$
2	<b>Non-Certified Bell peppers, 68 Count</b>	\$	\$
3	<b>Non-Certified Blueberries, Variety</b>	\$	\$
4	<b>Non-Certified Grapes, Variety</b>	\$	\$
5	<b>Non-Certified Kiwifruit, Variety</b>	\$	\$
6	<b>Non-Certified Lemons/Limes, Variety, 140 Count</b>	\$	\$
7	<b>Non-Certified Lettuce, Butterleaf, Variety</b>	\$	\$
8	<b>Non-Certified Mandarins, 88 Count</b>	\$	\$
9	<b>Non-Certified Nectarines, 88 Count</b>	\$	\$
10	<b>Non-Certified Oranges, 88 Count</b>	\$	\$
11	<b>Non-Certified Peaches, 80 Count</b>	\$	\$
12	<b>Non-Certified Pears, 80 count</b>	\$	\$
13	<b>Non-Certified Snap peas</b>	\$	\$
14	<b>Non-Certified Strawberries</b>	\$	\$

15	<b>Non-Certified Tangerine, 72 Count</b>	\$	\$
16	<b>Non-Certified Watermelon, Seedless</b>	\$	\$
17		\$	\$
18		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Cost</b>			<b>\$</b>

Is there a minimum delivery amount? Yes No

If yes, what is the minimum (dollar or case amount)? \_\_\_\_\_

Completed by: \_\_\_\_\_

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

Vendor's Signature \_\_\_\_\_ Date \_\_\_\_\_

END OF DOCUMENT



# Fallbrook Union Elementary School District

## RFP No. 436-25-26      Attachment A

### Instructional School Calendar

### 2026-2027

Approved 1/23/25

MONTH	M	T	W	TH	F	Work Days
August	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	Aug. 5-7: Teacher In-Service Days <b>Aug. 10: First Day of Instruction</b>  (16)
September	<b>7</b> 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	<b>Sept. 7: Labor Day</b>  21 (37)
October	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	22 (59)
November	2 9 16 <b>23</b> 30	3 10 17 <b>24</b>	4 11 18 <b>25</b>	5 12 19 <b>26</b>	6 13 20 <b>27</b>	<b>Nov. 11: Veterans Day</b>  <b>Nov. 23 – 27: Thanksgiving Break</b> 15 (74)
December	7 14 <b>21</b> <b>28</b>	1 8 15 <b>22</b> <b>29</b>	2 9 16 <b>23</b> <b>30</b>	3 10 17 <b>24</b> <b>31</b>	4 11 18 <b>25</b>	<b>Dec. 21 – Jan. 1: Winter Break</b> 14 (88)
January	<b>4</b> 11 <b>18</b> 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	<b>Jan. 4: Non-Student Day</b>  <b>Jan. 18: Martin Luther King, Jr. Day</b> 18 (106)
February	1 8 <b>15</b> 22	2 9 <b>16</b> 23	3 10 <b>17</b> 24	4 11 <b>18</b> 25	5 12 <b>19</b> 26	<b>Feb. 15 - 19: Presidents' Day Break</b> 15 (121)
March	1 8 15 <b>22</b> <b>29</b>	2 9 16 <b>23</b> 30	3 10 17 <b>24</b> 31	4 11 18 <b>25</b>	5 12 19 <b>26</b>	<b>Mar. 22- 26: Spring Break; Mar 29: Non-Student Day</b> 17 (138)
April	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	22 (160)
May	3 10 17 24 <b>31</b>	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 <b>28</b>	<b>May 28: Last Day of Instruction</b> 20 (180) <b>May 31: Memorial Day</b>

Total 180 Days of Instruction

**Fallbrook Union Elementary School District  
RFP No. 436-25-26  
Attachment B: SEASONAL CHART**

**California Fruits and Vegetables Seasonal Chart**

	Peak Season
	Available
	Not Available

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Apples	Available	Available	Available	Not Available	Not Available	Not Available	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available
Asparagus	Not Available	Not Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available	Not Available	Not Available	Not Available
Avocados	Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available	Available
Cherries	Not Available	Not Available	Not Available	Not Available	Peak Season	Peak Season	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
Citrus (Navel)	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available	Available	Available	Available	Available	Peak Season	Peak Season
Citrus (Valencia)	Available	Available	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available	Available
Citrus - Mandarin	Peak Season	Available	Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Available	Peak Season
Cling Peaches	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available
Dried Figs	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available	Peak Season	Peak Season
Garlic	Available	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Available	Peak Season	Available	Available	Available
Kiwifruit	Peak Season	Available	Available	Available	Not Available	Not Available	Not Available	Not Available	Not Available	Available	Peak Season	Peak Season
Melons	Not Available	Not Available	Not Available	Not Available	Not Available	Available	Peak Season	Peak Season	Peak Season	Available	Available	Not Available
Nectarines	Not Available	Not Available	Not Available	Not Available	Available	Available	Peak Season	Available	Available	Available	Not Available	Not Available
Olives	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available	Available
Peaches	Not Available	Not Available	Not Available	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Not Available	Not Available	Not Available
Pears	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Peak Season	Peak Season	Peak Season	Peak Season	Available	Not Available
Plums	Not Available	Not Available	Available	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Available	Not Available	Not Available
Raisins	Available	Available	Available	Peak Season	Peak Season	Available	Available	Available	Available	Available	Peak Season	Peak Season
Strawberries	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available	Available
Table Grapes	Available	Available	Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season
Tomatoes	Not Available	Not Available	Not Available	Not Available	Available	Peak Season	Peak Season	Peak Season	Peak Season	Peak Season	Available	Available

Source: CA Department of Food & Agriculture

**Fallbrook Union Elementary School District**  
**RFP No. 436-25-26**  
**Attachment C: Evaluation**

Proposals will be evaluated against the evaluation criteria shown below. "What Proposers Should Submit" indicates what the District is asking proposers to provide with respect to each evaluation criteria. "What We're Looking For" explains the basis for judging the proposal submittal for the particular evaluation criterion and the points awarded for meeting the criteria. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up to 100 points for vendors proposing.

<b>Evaluation Criteria</b>	<b>What We're Looking for &amp; Points Awarded for meeting criteria</b>	<b>What Proposers Should Submit</b>	<b>Max. Points</b>
<b>Technical Capabilities</b>	<p><b>15 Points:</b> Proven ability to provide quality and freshness:</p> <ul style="list-style-type: none"> <li>• Provided satisfactory responses to the vendor questionnaire form</li> <li>• Is able to provide evidence of good agricultural practices, HACCP plans, traceability, and recall procedures</li> </ul> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>• Reference forms</li> <li>• Responses to Vendor Questionnaire</li> <li>• HACCP or own plan</li> </ul>	15
<b>Experience &amp; Competence</b>	<p><b>15 Points:</b> Proven substantial and recent experience in providing the products to California public schools. Vendor should provide an efficient supply-chain management system to ensure timely and accurate delivery and flexibility to address changes in needs of the District.</p> <p><b>0 Points:</b> References and/or vendor questionnaire that demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> <li>• Reference forms</li> <li>• Responses to Vendor Questionnaire</li> </ul>	15
<b>Pricing</b>	<p><b>40 Points:</b> Lowest priced bid.</p> <p><b>30 Points:</b> Second lowest priced bid.</p> <p><b>20 Points:</b> Third lowest priced bid.</p>	<ul style="list-style-type: none"> <li>• Initial Products &amp; Price List</li> </ul>	40
<b>Geographical preference</b>	<p><b>15 Points:</b> Products are Tier 1: A product that is grown and packaged or processed within the 100-mile radius of FUESD CNS Warehouse and within California State lines.</p> <p><b>10 Points:</b> Products are Tier 2: A product that is grown and packaged or processed outside the 100-mile radius of the district warehouse, but within California State.</p>	<ul style="list-style-type: none"> <li>• Price List</li> </ul>	15
<b>Delivery</b>	<p><b>15 Points:</b> Commitment and ability to deliver within District's designated time/days &amp; positive references of timely &amp; accurate delivery.</p> <p><b>0 Points:</b> References that demonstrate poor performance of frequent untimely and/or inaccurate deliveries even if delivery time &amp; days can be met.</p>	<ul style="list-style-type: none"> <li>• Responses to Vendor Questionnaire</li> <li>• Reference inquiries</li> </ul>	15
<b>Farm to school education</b>	<p><b>10 Points:</b> Proposing vendor can provide Farm to School Educational material or visit school(s) and present their product(s) to students</p> <p><b>0 Points:</b> Unable to provide above specified criteria.</p>		<b>EXTRA</b> 10
<b>EXTRA POINTS</b>		TOTAL POINTS:	100