



May 3, 2017

Audrey Witty  
Director of Child Nutrition Services  
Perris Union High School District

Re: Perris UHSD – Produce Piggyback Agreement

Congratulations! Sunrise Produce Company is excited to extend a rollover for your produce agreement for the 2017-2018 school year.

We look forward to another successful year in supporting the Perris UHSD with all your produce needs. We appreciate your trust and confidence.

Should you have any questions regarding the Las Virgenes Produce bid, please contact Waleska Cannon, Director of Child Nutrition for Las Virgenes USD @ 818-225-8625.

Best regards,

*Lisa Marquez*

Lisa Marquez  
Vice President of Sales  
500 Burning Tree Road  
Fullerton, CA 92833

LAS VIRGENES UNIFIED SCHOOL DISTRICT  
4111 LAS VIRGENES ROAD  
CALABASAS, CALIFORNIA 91302  
Telephone: (818) 880-4000  
Fax: (818) 880-4200  
www.lvusd.org



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SUPERINTENDENT

May 22, 2017

Ms. Lisa Marquez  
Sunrise Produce Company  
1400 Goodrich Blvd.  
Commerce, California 90022

Subject: Piggy-backing – Contract # CN03-1314 – Produce

Dear Lisa:

Las Virgenes Unified School District's Child Nutrition Department allows Perris Union High School to purchase goods and services at the same terms, conditions and pricing as established in the Request for Proposal extended for the school year 2017-2018.

Please feel free to contact me at 818-225-8625.

Sincerely,

A handwritten signature in black ink, appearing to read 'Waleska M. Cannon', is written over a light gray background.

Waleska M. Cannon, MBA, RD  
Director Child Nutrition Services  
Las Virgenes USD



April 27, 2017

Waleska M. Cannon  
Child Nutrition Director  
Las Virgenes USD  
4111 Las Virgenes Rd.  
Calabasas, CA 91302

Re: Las Virgenes - Produce Rollover Agreement

Congratulations! Sunrise Produce Company is excited to extend Las Virgenes SD a produce rollover agreement for the 2017-20178 school year.

We look forward to servicing your district with all of your produce needs. We appreciate your trust and confidence.

Should you have any questions, please feel free to contact me.

Best regards,

Lisa Marquez  
Vice President of Sales

*Lisa Marquez*  
\_\_\_\_\_  
Lisa Marquez, VP of Sales

*4-27-17*  
\_\_\_\_\_  
date:

*Waleska M. Cannon*  
\_\_\_\_\_  
Waleska M. Cannon, Director Child Nutrition Services

*4-28-17*  
\_\_\_\_\_  
date:

**RETURN TO:**

**The Acorn Newspapers  
30423 Canwood Street, Suite 108  
Agoura Hills, California 91301-4316**

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

I am a citizen of the United States and resident of the County aforesaid. I am over the age of eighteen years, and not party or interested in the above-entitled matter. I am the principal clerk of the printer of:

**THE ACORN NEWSPAPERS  
30423 CANWOOD STREET, SUITE 108  
AGOURA HILLS, CALIFORNIA 91301**

A newspaper of general circulation, printed and published Thursdays in the City of Agoura Hills, County of Los Angeles, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, under the date of June 26th, 1980, case Number 3216672. That the notice of which the Annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular issue of said newspaper and not in any supplement thereof on the following dates to-wit:

May 16, 23,

all in the year of 2013.

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

Dated at Agoura Hills, California

this 24th day of May, 2013.

Sincerely,



**Marilynn Band  
Legal Advertising**

**COUNTY CLERK FILING STAMP**

**PROOF OF PUBLICATION**

**Notice of Inviting Proposals - Produce**

**LVUSD-007**

**NOTICE OF INVITING PROPOSALS**

The Las Virgenes Unified School District Department of Child Nutrition is requesting proposals from interested business Service Providers for Produce - PROPOSAL #CN 03-1314. Sealed proposals will be accepted up to 3:00 P.M. on June 10, 2013.

Proposals shall be received in the office of the Director of Child Nutrition, Waleska M. Cannon, 22450 Mulholland Highway, Calabasas, California 91302.

Copies of the Request for Proposal are available online at [www.lvusd.org](http://www.lvusd.org), under programs: CHILD NUTRITION or via e-mail request from [syoung@lvusd.org](mailto:syoung@lvusd.org), Sharon Young, Child Nutrition Program.

It is the intent of the District to have a single source supplier for the term contract. The District reserves the right to award to separate agents, if it is in the best interest of the District. Clerk of the Governing Board: Gordon Whitehead  
Publication Dates: May 16 and May 23  
LVUSD-007

RETURN TO:

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30423 Canwood Street, Suite 108  
Agoura Hills, California 91301-4316

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Marilynn Band  
Legal Advertising

COUNTY CLERK FILING STAMP

**PROOF OF PUBLICATION**

Notice of Inviting Proposals - Produce

LVUSD-007



How to submit.  
included in that w  
Phone: (818) 706-0

# PUBLIC NOTICES



### NOTICE OF INVITING PROPOSALS

The Las Virgenes Unified School District Department of Child Nutrition is requesting proposals from interested business Service Providers for Paper Supplies - PROPOSAL #CN 01-1314. Sealed proposals will be accepted up to 3:00 P.M. on June 10, 2013.

Proposals shall be received in the office of the Director of Child Nutrition, Waleska M. Cannon, 22450 Mulholland Highway, Calabasas, California 91302.

Copies of the Request for Proposal are available online at [www.lvusd.org](http://www.lvusd.org), under programs: CHILD NUTRITION or via e-mail request from [syoung@lvusd.org](mailto:syoung@lvusd.org), Sharon Young, Child Nutrition Program.

It is the intent of the District to have a single source supplier for the term contract. The District reserves the right to award to separate agents, if it is in the best interest of the District.  
Clerk of the Governing Board: Gordon Whitehead  
Publication Dates: May 16 and May 23  
M-0000

### NOTICE OF INVITING PROPOSALS

The Las Virgenes Unified School District Department of Child Nutrition is requesting proposals from interested business Service Providers for Snacks & Shelf Stable Food - PROPOSAL #CN 02-1314. Sealed proposals will be accepted up to 3:00 P.M. on June 10, 2013.

Proposals shall be received in the office of the Director of Child Nutrition, Waleska M. Cannon, 22450 Mulholland Highway, Calabasas, California 91302.

Copies of the Request for Proposal are available online at [www.lvusd.org](http://www.lvusd.org), under programs: CHILD NUTRITION or via e-mail request from [syoung@lvusd.org](mailto:syoung@lvusd.org), Sharon Young, Child Nutrition Program.

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Clerk of the Governing Board: Gordon Whitehead  
Publication Dates: May 16 and May 23  
M-0000

### NOTICE OF INVITING PROPOSALS

The Las Virgenes Unified School District Department of Child Nutrition is requesting proposals from interested business Service Providers for Produce - PROPOSAL #CN 03-1314. Sealed proposals will be accepted up to 3:00 P.M. on June 10, 2013.

Proposals shall be received in the office of the Director of Child Nutrition, Waleska M. Cannon, 22450 Mulholland Highway, Calabasas, California 91302.

Copies of the Request for Proposal are available online at [www.lvusd.org](http://www.lvusd.org), under programs: CHILD NUTRITION or via e-mail request from [syoung@lvusd.org](mailto:syoung@lvusd.org), Sharon Young, Child Nutrition Program.

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Clerk of the Governing Board: Gordon Whitehead  
Publication Dates: May 16 and May 23  
M-0000

Produce ↗

**Las Virgenes Unified School District  
Conejo Valley Unified School District**

REQUEST FOR PROPOSAL (RFP)

**Proposal # CN03-1314 -PRODUCE**

BID DUE: June 10, 2013

TIME: 3:00 PM

SUBMIT PROPOSAL TO: Waleska M. Cannon, M.B.A., R.D.  
Director of Child Nutrition  
22450 Mulholland HWY  
Calabasas, California 91302

**RFP Private Bid Opening: June 10, 2013 – 3:00 PM**

Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please review the Provision Contract, Instructions and Conditions, and Specifications.

Each bid must be in accordance with specifications stated on bid form. Submit all bids in a sealed envelope, clearly marked with the RFP Number, Opening Date and Opening Time. All Bids must reach the Department of Child Nutrition Services at Las Virgenes Unified School District at the address listed above by the Time and Date listed above.

For further information, call Waleska M. Cannon at the Department of Child Nutrition for the Las Virgenes Unified School District at (818) 225-1828.

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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. This bid is subject to a cash discount of \_\_\_% / \_\_\_ days.

Bidder Name: Sunrise Produce Company

Signed By:  (written signature required)

Print Name: David Sapia Title: Executive Date: 6-6-13

Mailing Address: 1400 Goodrich Blvd.

City: Commerce State: CA Zip Code: 90022

Phone Number: 800-834-4926 Fax Number: 800-582-5222

E-Mail Address: dsapia@sunriseproduce.com

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*Include this completed page in your bid. Faxed responses are not acceptable.*

This agency is an equal opportunity provider



**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
CHILD NUTRITION SERVICES**

4111 North Las Virgenes Road  
Calabasas, California 91302  
Phone: (818) 225-8625 Fax: (818) 224-4953



Attention: Proposal Contractor

The following forms must accompany the proposal response:

Certification Regarding Lobbying  
Suspension & Debarment Certification

Thank You,

Waleska M. Cannon, M.B.A., R.D.  
Director Child Nutrition  
[wcannon@lvusd.org](mailto:wcannon@lvusd.org)



## 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 bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (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 ON REVERSE)**

- (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.

Las Virgenes USD / Conejo Valley USD      CN03-1314  
Name of School Food Authority      Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

David Sapia      Ex V.P.      [Signature]      6-3-13  
Printed Name      Title      Signature      Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.


## 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 certification set out on the reverse side 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 which 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 Nonprocurement List.
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.

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

N/A

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  _____ b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:</p>	
<p><b>7. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><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></p>	<p><b>Signature:</b>    <b>Print Name:</b> David Sepia  <b>Title:</b> Ex V.P.  <b>Telephone No.:</b> 800-834-4926 <b>Date:</b> 6-6-13</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  Standard Form - LLL (Rev. 7-97)</p>	

## CERTIFICATION REGARDING LOBBYING

**INSTRUCTIONS:** To be completed and submitted ANNUALLY by  any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and  potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
 Exceeding \$100,000 in Federal Funds**

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company: <i>Sunrise Produce Co.</i>		
Printed Name and Title: <i>David Sapia Ex V.P.</i>	Signature: <i>[Signature]</i>	Date: <i>6-6-13</i>
Name of School Food Authority: <i>Las Virgenes USD / Conejo USD</i>		Agreement Number: <i>#CN 03-1314</i>

**LAS VIRGENES UNIFIED SCHOOL DISTRICT  
CHILD NUTRITION SERVICES  
Delivery Sites**

Agoura High School  
28545 W. Driver Avenue  
Agoura Hills, California 91301  
Contact: Sylvie Sarkis

Calabasas High School  
22855 W. Mulholland Hwy  
Calabasas, California 91302  
Contact: Leslie Del Gaudio

Arthur E. Wright Middle School  
4029 N. Las Virgenes Road  
Calabasas, California 91302  
Contact: Anahid Zohrabi

Alice C. Stelle Middle School  
22450 Mulholland Hwy  
Calabasas, California 91302  
Kathy Soleimani

Lindero Canyon Middle School  
5844 Larboard Lane  
Agoura Hills, California  
Contact: Elaine Fulcher

**CONEJO VALLEY UNIFIED SCHOOL DISTRICT  
CHILD NUTRITION SERVICES  
Delivery Sites**

Colina Middle School  
1500 E. Hillcrest Drive  
Thousand Oaks, California 91362  
Contact: Lorraine Reister

Conejo Valley High School  
1872 Newberry Road  
Newbury Park, California 91320  
Contact: Annette Gogesch

Glenwood Elementary School  
1135 Windsor Drive  
Thousand Oaks, California 91360  
Contact: Sandi Schrum

Los Cerritos Middle School  
2100 Avenida De Las Flores  
Thousand Oaks, California 91360  
Contact: Carolyn Miller

Newbury Park High School  
456 North Reino Road  
Newbury Park, California 91320  
Contact: Debi Welsh

Central Kitchen  
1335 Calle Bouganvilla  
Thousand Oaks, California 91360  
Contact: Susana R. / Sue B.

Redwood Middle School  
233 West Gainsborough Road  
Thousand Oaks, California 91360  
Contact: Josy Soller

Sequoia middle School  
2855 Borchard Road  
Newbury Park, California 91320  
Contact: Bernadette Del Cid

Sycamore Elementary/Middle School  
4601 Via Rio  
Newbury Park, California 91320  
Contact: Allie Hansen

Thousand Oaks High School  
2323 North Moorpark Road  
Thousand Oaks, California 91362  
Contact: Cindy Andersen

Westlake High School  
100 North Lakeview Canyon Road  
Westlake Village, California 91362  
Contact: Kristy Lima

## REFERENCES

Please submit three current school district references requiring weekly deliveries.

Name of School District: Riverside USD  
Contact Person/Title: Rodney Taylor, Director of child Nutrition  
Telephone Number: 951-352-6740 x 82807  
E-Mail Address: rtaylor@rusd.k12.ca.us

Name of School District: Paramount USD  
Contact Person/Title: Chris Stamm, Director of child Nutrition  
Telephone Number: 562-602-6031  
E-Mail Address: cstamm@paramount.k12.ca.us

Name of School District: South Bay Co-OP  
Contact Person/Title: Anna Apoian, Director of child Nutrition  
Telephone Number: 310-263-3990  
E-Mail Address: aapoian@hawthorne.k12.ca.us

Las Virgenes Unified School District / Conejo Valley Unified School District  
PRODUCE BID # CN03-1314

WORKSHEET

Distributor Name: Sunrise Produce Company

Please complete the questions below in detail:

1. Is there a minimum dollar amount or number of cases for each individual site delivery? NO If so, please explain: \_\_\_\_\_
2. Explain any discount terms or payment options available:  
\_\_\_\_\_
3. Is online ordering available? Yes
4. Please list any additional charges and / or discounts: \_\_\_\_\_

Submitted By/Title: David Sapia, Ex V.P.

Signature: 

Date: 6-6-13

Las Virgenes Unified School District & Conejo Valley Unified School District  
PRODUCE BID # CN03-1314

CONTRACT

This contract is made and entered into as of this 6 day of June, 2013, by and between  
Sunrise Produce Co., and the Las Virgenes Unified School District &  
Conejo Valley Unified School District Child Nutrition Departments (Agencies).

- A. The Agencies have solicited proposals for the provision of Produce **BID # CN03-1314**, whereby the agencies may agree to purchase specified products for their use from the successful bidder(s).
- B. The Service Providers are the successful bidders under the above stated Request for Proposal and the Agencies and Service Providers hereby desire to set forth their agreement with respect to the sale to the Agencies, and the purchase from Service Providers, of products on the terms and conditions hereinafter set forth.

The Service Providers and the Agencies (Las Virgenes Unified School District and Conejo Valley Unified School District) hereby agree as follows:

1. **Term of Contract:** Minimum contract term is one (1) year starting July 1, 2013. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of the Agencies and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Section 17596. In the event of a general price decrease the Agencies reserve the right to revoke the bid unless the decrease is passed on to the Agencies.
2. **Deliveries:** All items ordered under this Agreement shall be delivered F.O.B. destination to the sites listed on the attached sheet on pre-numbered or open purchase orders issued by the Child Nutrition Office of the School District.
- 3.
4. **Insurance:** Service Provider shall carry and maintain during the entire term of this contract the following insurance coverage:
  - A. **INSURANCE** – Vendor agrees to maintain, at its own expense, occurrence from public liability insurance during the entire term of its agreement(s) to provide goods and/or services to the DISTRICT. The insurance policy shall include, but not limited to, coverage for claims of bodily injury, property damage, and personal injury to protect the DISTRICT against any liability to the public, resulting in any manner from VENDOR'S delivery of goods and/or services to the DISTRICT. VENDOR shall furnish to the DISTRICT a certificate of liability insurance, which contains an additional insured endorsement page, in a form satisfactory to the DISTRICT, from an insurance company approved by the DISTRICT in the amount of ONE MILLION DOLLARS (\$1,000,000) to indemnify against the claim of any (1) one occurrence and TWO MILLION DOLLARS (\$2,000,000) combined single limit in the aggregate. The Certificate of Insurance shall be placed on file with the District at least five (5) business days before any agreement to provide goods and/or services to the District becomes effective. VENDOR is to obtain a written



obligation on the part of the insurance carrier to notify the DISTRICT, in writing, at least thirty (30) days prior to any cancellation thereof. Said Certificate of Insurance and endorsement shall also state that such insurance shall be determined to be primary over any other coverage available to the DISTRICT.

5. **Indemnification:** The Service Provider shall hold harmless, indemnify and defend (with counsel acceptable to the Agencies) the Agencies, the Districts, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in food products, (b) Service Provider's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations, or (c) any breach or default by Service Provider under this contract.
6. **Provisions Required by Law:** Each and every provision of law and clause 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.
7. **Fingerprinting:** (if applicable) – In accordance with Education Code section 45125.1, VENDOR agrees to submit to fingerprints to the Department of Justice for all its agents, servants or employees who may have contact with any pupils at any DISTRICT facility or location in the course of conducting business. VENDOR also agrees to submit fingerprints To the Department of Justice for all agents, servants, or employees of any of its sub-vendors, licensees who may have contact with pupils at any DISTRICT facility or location in the course of conducting business. VENDOR is responsible for fully complying with all applicable legal requirements, such as submitting all applicable fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice that is sufficient to reimburse the department for its cost incurred in processing the fingerprints.

VENDOR fully agrees to certify in writing to the DISTRICT that none of the agents, servants or employees of the VENDOR or any of its sub-vendors or licensees who may have contact with pupils at any DISTRICT facility or location in the course of conducting business have been convicted of a felony as defined in Education Code section 45125.1. Except as specifically provided for in Education Code section 45125.1, VENDOR shall not permit any of the aforementioned employees to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in the Education Code section 45122.1.

IN WITNESS WHEREOF, this contract has been duly executed.

AGENCY:

SERVICE PROVIDER:

Las Virgenes Unified School District  
(Conejo Valley Unified School District)

Sunrise Produce Co

By: Walter M. C.

R. P. Spain

Title: Director Child Nutrition

Executive Vice President

Address:

Address:

Las Virgenes Unified School District  
Child Nutrition Services  
22450 Mulholland HWY  
Calabasas, California 91302

1400 Goodrich Blvd.  
Commerce, CA 90022

Phone Number: (818) 225-8625  
Fax Number: (818) 224-4953

Phone Number: 800-834-4926  
FAX Number: 800-834-5222

LAS VIRGENES / CONEJO VALLEY UNIFIED SCHOOL DISTRICTS  
PRODUCE BID # CN03-1314  
Instructions & Conditions

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1. **Preparation of Bids**: All proposals must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.
2. **Tests, Substitutions and Samples**: All items bid must conform to the specifications set forth in these documents. The Agency reserves the right to reject all bids that do not conform to the specifications. Suitability and valuation of "equals" rests in the sole discretion of the Agency. Where samples are requested they must be furnished for free.
3. **Sales Tax**: Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the agency. Do not include or add Federal Excise Tax as the Agency is exempt.
4. **Cancellation for Insufficient or Non-Appropriated Funds**: The bidder agrees and acknowledges that monies utilized by the Agency to purchase the items bid is public money appropriated by the State of California and is subject to variation. The Agency reserves the right to cancel this bid at any time and/or limit quantities of items due to non-availability of sufficient funds.
5. **Required Delivery Dates**: Actual delivery of the specified items will be coordinated with the Agency. Upon award of bid, Service Providers must keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the Agency to place orders for needed items must be clearly indicated on the proposal forms.
6. **Hold Harmless**: The vendor shall save, defend, hold harmless and indemnify the Agency and its member against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.
7. **Award of Proposal**: Award of this bid shall be made by individual line item or groups of line items to the responsible bidders who is fully responsive to the terms of this proposal. The Agency may consider prompt payment discounts and other rebates offered on the bid form in determining lowest net cost. The Agency also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.
8. **Warranty / Quality**: The supplier, manufacturer or his assigned agent shall guarantee the food products against all defects.

9. **Term of Contract:** Contract term is for twelve (12) months, after the award of the bid, commencing July 1, 2013 and ending June 30, 2014. By mutual consent of the parties, and in conformance with the provisions of California Education Code, Sections 17596, the contract may be reviewed annually, up to a maximum of five (5) years from the date of the award. In the event of a general price decrease the Agency reserves the right to revoke the award unless the decrease is passed on to the Agency and its members.
10. **No Minimum or Maximum Quantities, Order Charges, or Limitations Upon Number of Orders:** The Agency anticipates significant requirements for the specified product. The Agency, however, does not guarantee orders in these amounts nor shall the Agency be required to limit its orders to specific figures. This is an indefinite-quantity bid. Bidders must not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted.
11. **Deliveries:** Deliveries will be at the locations detailed on the District Delivery Sites List. Delivery shall be after 6:30 a.m. and before 11:00 a.m. on the day a delivery is to be made to the school sites.
12. **Invoices & Statements:** Distributors are required to provide two copies of the invoice upon delivery. The invoices must be left with the Cafeteria Managers or the Warehouse Staff at the delivery site. Invoices will be in the name of the school ordering the product and shall contain the following: purchase order number (if applicable), item number and description, quantity, unit price and extended totals. Failure to provide this information may result in delay of payment. A monthly statement, for the preceding month showing date of purchase, invoice number, and units delivered on a daily basis, must be submitted as soon as possible after the first of each month.
13. **Prices:** All prices must be delivered price, F.O.B., individual school locations as detailed on the District Fact Sheet attached. If drop ship pricing is available for any item on this proposal, please provide said price and specify number of cases required for drop ship pricing on the price proposal forms in the designated column. The selling price of each product sold under this agreement for the goods and services provided herein shall be on a "Cost Plus" basis. The Distributors landed cost must be indicated on the price quote sheet. Identical percentage mark-up shall apply to like items purchased on or off this proposal. Proof of landed cost may be required. Authorized representatives of the Agency shall have the right, twice annually, to examine the Distributors applicable records to verify cost. If such examination discloses an overstatement of cost or the cost plus price, the Distributor shall reimburse the school district for the overcharge immediately.
14. **Default:** If the Distributor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places state or otherwise fails or neglects to comply with the terms of the contract in its' entirety, the Agency may, at its' sole discretion, cancel this agreement in whole or in part, and enter into a new agreement for the same items in such a manner as seems to be the advantage for the district.
15. **Insurance Requirements:** Distributors must provide proof of insurance with minimum limits to include commercial general liability of \$2,000,000 aggregate and automobile liability of \$1,000,000 combined single limit.

16. **Piggyback Clause:** For the term of the contract and any mutually agreed extension pursuant to this RFP, at the option of the vendor, specific school districts, local educational agencies, and community college districts, within the state of California and other listed states, may purchase the identical items at the same price and upon the same terms and conditions pursuant to California Public Contract Code.

Piggyback Option Granted: \_\_\_\_\_ *(please initial)*

Piggyback Option Not Granted: \_\_\_\_\_

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**EXCLUSIONS:**

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*Specifications and/or bid sheets are attached.*

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

# #3 Combination Pricing

12 to mark up over the USDA  
mostly market

Las Virgenes USD / Conejo Valley USD

Fixed - Processed  
PRODUCE BID # CN03-1314

Item #	ITEM & DESCRIPTION	PACK / SIZE	ANNUAL USAGE	PRICE / UNIT	PRODUCT CODE
1	Apples, Granny Smith	138ct (40#)	1000 cs		
2	Apples, Red Delicious	138ct(40#)	300 cs		
3	Apples, Fuji	138ct(40#)	900 cs		
4	Apples, Gala	138ct(40#)	1000 cs		
5	Apples, Pink Ladies	138ct(40#)	300 cs		
6	Avocados	lug	25 cs		
7	Avocados, Haas	70ct	25 cs		
8	Bananas, petite, green tip	40#	450 cs		
9	Basil, bulk	Bunch	30 bu		
10	Broccoli	14 ct	200 cs		
11	Broccoli, florets	5#	350 bags	6.25 Fixed ✓	
12	Cauliflower	ea	100 ea	25- case	
13	Cauliflower	3ct	40 cs		
14	Cauliflower	9 ct	25 cs		
15	Cauliflower	12 ct	20 cs		
16	Cauliflower	16 ct	20 cs		
17	Cauliflower, buds	5#	200	7.90 fixed ✓	
18	Cantaloupe	12-15/cs	40 cs		
19	Cantaloupe	Ea	450 ea		
20	Celery	Ea	30 ea		
21	Celery	24-30 ct	10 cs		
22	Celery, diced	5# bag	400 bags	4.75 fixed ✓	
21	Celery Sticks, 3-4"	5# bag	800 bags	5.65 fixed ✓	
22	Cilantro	Ea	400 ea		
23	Cilantro	30/cs	15 cs		
24	Cilantro	6/cs	70 cs		
25	Cucumber	Ea	1000		
26	Cucumber	6/cs	175 cs		
27	Cucumber	36/cs	30 cs		

10514.

Item #	ITEM & DESCRIPTION	PACK / SIZE	ANNUAL USAGE	PRICE / UNIT	PRODUCT CODE
28	Cucumber	42/cs	25 cs		
29	Cucumber Coins	5# bag	550 bags	8.25 fixed ✓	
30	Cucumber Sticks	5# bag	550 bags	11.25 fixed	
31	Carrot Coins	5# bag	400 bags	4.50 fixed ✓	
32	Baby Carrots	5# bag	1300 bg	4.25 fixed ✓	
33	Carrot Sticks	5# bag	150 bags	5.95 fixed ✓	*
34	Carrot, Diced	5# bag	150 bags	4.40 fixed ✓	
35	Carrots, shredded	5# bag	400 bags	4.25 fixed ✓	
36	Cabbage, green shredded	5# bag	30 bags	2.85 fixed ✓	
37	Cabbage, Shredded Coleslaw Mix	5# bag	120 bags	2.85 fixed ✓	
38	Cabbage, Shredded Red	5# bag	50 bags	4.40 fixed ✓	
39	Grapes, green seedless	5# bag	300 bags		
40	Grapes, green seedless	18-20#	500 cs		
41	Grapes, red seedless	5# bag	500 cs		
42	Grapes, red seedless	18-20#	500 cs		
43	Grapes, lunch bunch	150ct(20#)	500 cs		
44	Jicama Sticks	5# bag	500 bags	11.25 fixed / 11.25 ✓	
45	Garlic Minced	32oz jar	40 jars		
46	Lettuce, shredded	5# bag	1200 bg	2.95 fixed ✓	
47	Onions, diced	5# bag	400 bags	4.25 fixed ✓	
48	Onions, fine diced	5# bag	500 bags	4.25 fixed	
49	Potato, Cooked, diced	10# bag	40 bags		
50	Potato, White diced raw	10# bag	60 bags		
51	Potato, red, diced raw	10# bag	60 bags		
52	Zucchini Coins	5# bags	100 bags	8.90 fixed	
53	Jalapeno	#	30 #		
54	Jalapeno	5# bag	15 bags		
55	Jalapeno, sliced	2.5# bag	60 bags		
56	Bell Peppers (green)	Ea	200 ea		

Chopped Romaine 3.10.

Item #	ITEM & DESCRIPTION	PACK / SIZE	ANNUAL USAGE	PRICE / UNIT	PRODUCT CODE
57	Bell Peppers, choppers	5# bag	150 bags		
58	Bell Peppers (red)	Ea	50 ea		
59	Bell Peppers (red)	5# bag	20 bags		
60	Tomatoes, grape drop	12bkt/lug	1300 cs		
61	Tomatoes, grape	20#/cs	500 cs		
62	Tomatoes, Cherry	64/1.5oz	445 cs		
63	Tomatoes	25#/cs	125 cs		
64	Zucchini	20#/cs	100 cs		
65	Zucchini, coin cut	5# bag	100 bags	7.80 fixed ✓	
66	Zucchini, shredded	5# bag	new	11.25 fixed ✓	
67	Zucchini, sticks	5# bag	new	11.50 fixed ✓	
68	Yellow Squash	20-22#/cs	new		
69	Spinach	24ct/cs	new		
70	Spinach	4#	new		
71	Spinach, cleaned	2.53/pkg	300 pkgs		
72	Green Onions	Bu	200 bu		
73	Green Onion, diced	5# bag	100 bags	15.25 fixed	
74	Green Onion	12/cs	30 cs		
75	Green Onions	48 ct	100 cs		
76	Radishes	Bunch	50 bu		
77	Radishes, cleaned and trimmed	2.5# bag	50 bags		
78	Radishes, sliced	5# bag	20 bags	14.00 fixed	
79	Radishes, shredded	5# bag	20 bags	13.00 fixed	
80	Radishes	6oz/pkg	new		
81	Lettuce, Greenleaf, cello	12/cs	40 cs		
82	Lettuce, Greenleaf, cello	Ea	60 ea		
83	Lettuce, Iceberg, cello	Ea	new		
84	Lettuce, Romaine, cello	12/cs	100 cs		
85	Lettuce, Romaine	Ea	100 ea		



Item #	ITEM & DESCRIPTION	PACK / SIZE	ANNUAL USAGE	PRICE / UNIT	PRODUCT CODE
86	Mushroom, med	10#/cs	20 cs		
87	Parsley	60bu/cs	20 cs		
88	Kale, green	24/cs	40 cs		
89	Onion, red	25#/sack	10 sacks		
90	Onion, brown	50#/sack	25 sacks		
91	Tangerines, Clementine	4/5#	new		
92	Orange	113 ct	600 cs		
93	Orange	138 ct	600 cs		
94	Watermelon, seedless	Ea	600 ea		
95	Watermelon, seedless	3/cs	75 cs		
96	Tangerines	135 ct	700 cs		
97	Strawberries	12bk/cs	600 cs		
98	Plums	175/cs	1100 cs		
99	Pear, variety	135 ct	100 cs		
100	Pear, variety	150 ct	100 cs		
101	Pineapples	Ea	200 ea		
102	Pineapples	5-8 ct	25 cs		
103	Nectarines, variety	72-80 ct	145 cs		
104	Kiwi	Ea	325 ea		
105	Kiwi	22#/cs	300 cs		
106	Honeydew	5/cs	45 cs		
107	Honeydew	Ea	220 ea		
108	Honeydew	6ct	45 cs		
109	Honeydew	4-8 ct	45 cs		
110	Peaches, med	Cs	45 cs		
111	Peaches	25#/cs	100 cs		
112	Alfalfa Sprouts	Ea	152 ea		
113	Bean Sprouts	#	100#		
114	Edamame, in-shell	20#	100 cs		

Las Virgenes USD / Conejo Valley USD

PRODUCE BID # CN03-1314

Item #	ITEM & DESCRIPTION	PACK / SIZE	ANNUAL USAGE	PRICE / UNIT	PRODUCT CODE
115	Lettuce, Spring Mix, sweet	3# bag	200 bags		
116	Fajita Mix Sliced	24/1.5oz	100 cs	2.23# fixed	
117	Lettuce Cups	5# bag	200 bags	1.10	
118	Grapefruit, pink	Ea	150 ea		
119	Lettuce, Romaine, Hearts	cs	200 cs		
120	Edamame, shelled	20#	300 cs		
121	Grapefruit, pink	32-36/cs	5 cs		