

The School Board of Miami-Dade County, Florida  
SCHOOL BOARD ADMINISTRATION BUILDING  
Bureau of Procurement and Materials Management  
1450 N.E. 2<sup>nd</sup> Avenue, Room 352  
Miami, FL. 33132

Direct All Inquiries To  
Procurement Management Services  
Buyer: Vanessa Flores, CPSM, C.P.M.

PHONE: (305) 995-1379  
TDD PHONE: (305) 995-2400

BID/RFP ADDENDUM

Date: August 28, 2013

Addendum No. 1

BID/RFP No.: 092-NN03

BID/RFP TITLE: FRESH PRODUCE

This addendum modifies the conditions of the above referenced BID/RFP as follows:

1. **Removal of language and Additional language added to Special Conditions SC2 #4. Bid Submittals.**
2. **Removal of language to Special Conditions SC2 #5. Prices.**
3. **Correction to Special Conditions SC4 #10 Subcontracting to allow ONE subcontractor.**
4. **Removal of language to Specifications 1.5 Vendor Qualifications #9.**
5. **Removal of language to Specifications 1.14 Market Price.**
6. **Removal of language and Additional language added to Specifications 2.2 Ordering of Products.**
7. **\*\*REVISED\*\* Bid Proposal Form with various changes, vendors must submit revised version.**

The attached pages containing clarifications, additional information and requirements constitutes an integral part of the referenced bid.

- 1 If your bid/proposal has not been mailed, substitute the pages marked REVISED and mail your entire bid/proposal package. **REMEMBER TO SIGN THE BIDDER QUALIFICATION FORM.**

OR

2. If your bid/proposal has been mailed, sign and return this addendum form with the revised pages by the time and date indicated on the Bidder Qualification Form. BY SIGNING THIS ADDENDUM, THE VENDOR AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THE BIDDER QUALIFICATION FORM AND ALL RELATED BID DOCUMENTS.

I acknowledge receipt of Addendum Number

PLEASE NOTE: If your firm has mailed a copy of this bid/proposal to another vendor, it is your responsibility to forward them a copy of this addendum.

(PLEASE TYPE OR PRINT BELOW)

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ E-MAIL I.D. \_\_\_\_\_ FAX # \_\_\_\_\_

BY: SIGNATURE (Manual): \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE

NAME (Typed): \_\_\_\_\_ TITLE: \_\_\_\_\_

OF AUTHORIZED REPRESENTATIVE

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
BID PROPOSAL FORM (FORMAT A)  
FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

BID 092-NN03	BUYER Vanessa Flores	PAGE SC 2
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SPECIAL CONDITIONS CONTINUED

4. **BID SUBMITTALS:** Bidders are requested to submit **one (1) original (clearly marked) and three (3) copies** of their bid. Bidders are required to submit, with their bid package, or within five (5) days of request, all information requested herein. Failure to submit the following documentation may result in the bid not to be considered for award. Bids will be accepted until the time and date indicated on the Bidders Qualification Form. Requested information includes, but is not limited to:

1. Signed Bidders Qualification Form
2. Bid Proposal Form Price Sheets
3. Vendor Information Sheet
4. Occupational License
5. Insurance Documentation
6. USDA Certification documents (if applicable)
7. Valid e-mail address for SAP system communications (i.e. PO's)
8. List of employees with job titles and contact information, list of warehouse locations and list of refrigerated truck fleet information
9. A one-page summary of each bidder's food recall policy and procedures
10. Proof of the implementation of food safety/Hazard Analysis & Critical Control Points (HACCP) programs and GAP (Good Agricultural Practices) program
11. Most recent inspection report
12. Three (3) commercial references from food service and/or retail trade customers. This list shall contain contact persons at each location by name, position and phone number. The District reserves the right to contact or visit these locations and/or customers in order to evaluate bidder's qualifications.
13. A list of suggested seasonal produce with a fixed price for the 4<sup>th</sup> quarter. ~~A copy of the USDA Agricultural Marketing Service, Miami Terminal must accompany this list.~~
- 13,14. If using a subcontractor submit copies of the above items 3, 4, 5, 6, 8, 9, 10, 11 and 12 for the subcontractor.

5. **PRICES:** Bid prices shall be for fresh, high quality, seasonal and local, Florida and/or USA produce. All containers shall be suitable for storage and shipment, and all prices shall include standard commercial packaging. All bid prices shall include delivery to user location. **Prices shall include all charges for packing, handling, freight, fuel, distribution and inside delivery.** All item pricing will be fixed for one (1) year. Refer to Bid Proposal Form for the detailed items list.

In addition to these items the awarded vendor will be required to submit a quarterly list of suggested seasonal produce with a fixed price for each item's season. ~~A copy of the USDA Agricultural Marketing Service, Miami Terminal must accompany this list.~~

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
BID PROPOSAL FORM (FORMAT A)  
FLORIDA

TO: THE SCHOOL BOARD OF MIAMI-DADE COUNTY

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**SPECIAL CONDITIONS CONTINUED**

8. **PURCHASE OF ADDITIONAL ITEMS:** M-DCPS Department of Food and Nutrition reserves the authority to add or delete items based on student preference, survey of acceptability and item profitability.
9. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.
10. **SUBCONTRACTING:** There shall be NO subcontracting for any services or items listed on this bid. Subcontracting is permitted under this contract, but is limited to ONE subcontractor. M-DCPS reserves the right to reject the utilization of any subcontractor. The awarded vendor will be held fully responsible and liable for the supervision and performance of its subcontractor. Vendors will submit all requested documentation and information for the subcontractor. M-DCPS shall not be held responsible for resolution of disputes between the awarded vendor and its subcontractor. All subcontractors who perform work against this bid, understand and agree that all payments for products and services rendered under this bid will be made by the awarded vendor, and that the purchaser (M-DCPS) is not liable to the subcontractor, should the awarded vendor fail to render payment to the subcontractor. Payments from the purchaser (M-DCPS) will be made directly to the awarded vendor ONLY and NOT to a subcontractor. Subcontractors further acknowledge and agree that it will not seek payment from purchaser (M-DCPS) for any supplies and services supplied pursuant to this bid.
11. **BLANK SPACES:** Blank spaces on the bid proposal form will be considered as zero (0).
12. **EXEMPTIONS FROM THIS BID:** M-DCPS reserves the right to procure items described herein through the use of other M-DCPS bids, contracts awarded by GSA, federal agencies, the State of Florida, any

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FRESH PRODUCE

5. Three (3) commercial references from food service and/or retail trade customers shall be submitted with the bid documents. This list shall contain contact persons at each location by name, position and phone number. The District reserves the right to contact or visit these locations and/or customers in order to evaluate bidder's qualifications.
6. A one-page summary of each bidder's recall policy and procedures are to be submitted with bid proposal.
7. The awarded vendor must certify local farmers by obtaining GAP (Good Agricultural Practices) letters. Farmer certification information must also include certificate of insurance, hold harmless, traceability program and third party inspection.
8. The awarded vendor must identify what products are available and will be purchased locally in the State of Florida. The awarded vendor must purchase seasonal Florida produce to the maximum extent possible considering seasonality and quality, and provide this information to the District in a monthly report.
9. The awarded vendor must participate in an annual ~~unannounced~~ third party food safety inspection to assure The District that the perishable products distributed to the schools are handled in accordance with the latest USDA and industry food safety standards.
10. If the awarded vendor does not participate in food distribution programs that require such inspections, they should bear the cost of an inspection service chosen by the District.
11. All produce shall be loaded onto the refrigerated trucks from a refrigerated loading dock.

1.6 DESIGNATED CONTACT

Vendor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the contact information including e-mail address and phone number shall be furnished to M-DCPS Dept. of Food & Menu Management after the award.

1.7 FACILITIES INSPECTIONS

The District reserves the right, prior to award of any contract and throughout the contract period, to inspect the prospective awardees' facilities and place of business to determine that the awarded vendor has a regular, bona fide establishment that is presently operating as a produce distribution company and is likely to continue as such. Areas of evaluation by District representatives may include, but are not limited to warehouse facilities, total cubic feet and condition of warehouse, and delivery fleet capacity in terms of number and size of trucks to properly transport and protect produce products.

1.8 APPLICABLE LAWS

All products and deliveries must meet the State Board of Health and Miami-Dade County Health Department specifications and standard.

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1.13 SELL PRICE (INVOICE SELL PRICE)

The sell price is defined as the Product Cost plus the Delivery Fee per case of product. The sell price will include charges for packing, handling, freight, fuel, distribution and inside delivery. This is the dollar value that the bidder will quote on the bid response sheet for individual products.

1.14 MARKET PRICE

The USDA Agricultural Marketing Service, Miami Terminal, will be used as a reference: ~~for confirming produce costs.~~

<http://www.ams.usda.gov/AMSv1.0/ams.fetchTemplateData.do?template=TemplateO&navID=ViewU.S.TerminalMarketPriceReports&rightNav1=ViewU.S.TerminalMarketPriceReports&topNav=&leftNav=&page=FVMarketNewsTerminalMarketReportsMore>

As the majority of produce items are relatively constant (40 out of 52 weeks per year), items that increase or decrease in price will be reviewed by the awarded vendor with the designated District representative on a pre-determined, regular schedule to update the approved shopping list/order guide. If the Invoice Sell Price falls within the AMS index price range, the awarded vendor will not raise or lower the price until the Invoice Sell Price no longer falls within the AMS index price range.

PART 2 - EXECUTION

2.1 START-UP

The Awarded Vendor's start up period will take place prior to the first order. The Awarded Vendor shall submit a proposed implementation schedule to M-DCPS Director, Food & Menu Management within fifteen (15) days after award, highlighting the steps that will be taken to implement a fully functional distribution account for all school locations. An additional fifteen (15) days will be granted for actual implementation. No more than thirty (30) days will be permitted for the awarded vendor to have fully functional distribution accounts in place of all customers.

2.2 ORDERING OF PRODUCTS

During the course of the contract, the District may purchase approximately 120 different produce items and pack sizes. Of those, less than 40 items account for the majority of the dollar value of the bid. The Department of Food and Nutrition will provide the awarded vendor with a pre-approved list of items after award of this bid, which can be ordered by the Food Services Managers at all of the production sites. Specific, additional items will also be available to **only** the FFVP schools. The Department of Food and Nutrition will collaborate with the awarded vendor on the FFVP menus which will indicate, in advance, the produce items required. The Department of Food and Nutrition shall purchase produce as listed on the Bid Proposal Form and reserves the right to add or delete items at its discretion. Price, seasonality, quality and locally grown options will be part of the decision process.

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All orders will be placed directly to the awarded vendor. Food Services Managers are to place their produce orders on the awarded vendor's "user friendly" on-line ordering system. The vendors on-line ordering system must provide a "view and summary" of all individual site orders available at the District level, and cannot be a simple e-mail system. Training and support must be available to the Food Services Managers. No stipulation will be accepted for minimum orders

Food Service Managers and/or designee will only be able to order items pre-approved by M-DCPS Food & Menu Management. Any items requested which are not pre-approved by M-DCPS Food & Menu Management will require authorization from M-DCPS Food & Menu Management.

The vendor shall provide to M-DCPS Dept. of Food & Menu Management a quarterly list of seasonal produce with a fixed price for each item's season. ~~A copy of the USDA Agricultural Marketing Service, Miami Terminal, must accompany this list.~~

## 2.3 DELIVERY REQUIREMENTS

Deliveries are to be F.O.B. destination, inside delivery and are to be placed in designated areas as specified by each site Food Services Manager or designee. Deliveries will be made in a temperature-controlled truck to protect the quality and food safety of the products. Temperatures shall be recorded per Food Safety Plan guidelines upon delivery. Deliveries and services shall meet the standards now in effect at each school and shall always meet the approval of the Department of Food and Nutrition Services Director or designee.

**Unless otherwise specified, emergency orders must be same day service. All emergency orders shall be at no additional cost to M-DCPS.**

## 2.4 DELIVERY SCHEDULES

The awarded vendor shall deliver fresh produce weekly to approximately three hundred seventy-eight (378) schools located in Miami-Dade County. Of the three hundred seventy-eight (378) locations, large programs, and the FFVP schools will require additional weekly deliveries as mutually agreed upon by the awarded vendor and the District. Deliveries shall be made to schools on a regular weekly schedule between the hours of 6:30 a.m. and 2:00 p.m., or as otherwise approved by the Department of Food and Nutrition. In the event that schools are closed on a regularly scheduled delivery day, the delivery will be rescheduled for the business day immediately preceding or immediately following the regular delivery day.

Delivery schedules shall be submitted by the awarded vendor to the Department of Food and Nutrition for approval fifteen (15) days prior to the first delivery and remain constant from week to week. Changes in delivery schedules initiated by the awarded vendor shall be submitted to the Department of Food and Nutrition for approval thirty (30) days prior to implementation. The awarded vendor shall be notified in advance of school off-days so that special arrangements can be made for delivery as may be approved by the Department of Food and Nutrition. If an item is omitted from an order by the awarded vendor, or is delivered in unacceptable condition, replacement delivery shall be made within twenty-four (24) hours, or at a longer time span if approved by the Department of Food and Nutrition.

MIAMI-DADE COUNTY PUBLIC SCHOOLS  
 BID 092-NN03 FRESH PRODUCE

BID PROPOSAL FORM (FORMAT B)						PLEASE COMPLETE ALL HIGHLIGHTED AREAS		
Bid # 092-NN03 Fresh Produce Buyer: Vanessa Flores						NAME OF BIDDER:		
<p>This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) The district reserves the right to award any individual and/or combination of bid items within this bid, whichever is in the best interest of the District. A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item. The primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the bid the primary vendor fails to perform or the contract is terminated for any reason, the alternate vendor shall assume all responsibilities. Should the alternate vendor be contacted by M-DCPS to fulfill this contract, the alternate vendor shall start servicing this bid at a mutually agreed upon time decided by both the alternate vendor and M-DCPS. The alternate vendor's price(s) must remain the same as originally bid and must remain firm for the duration of the contract. All vendors agree to this condition by signing their bid. Before completing any portion of this bid each bidder should be completely familiar with all the special conditions and bid terms. Each bid shall be completed as indicated.</p>								
Item #	Item Description	Quality	Description	Pack Size	Estimated Minimum Quantities	Bidder Count/Pack	Invoice Sell Price (to include Delivery Fee) for pack size listed herein	Originating Geographic Location
1	Apple Chl Slices	U.S. No. 1	Slices, individually packaged, 13 lb. min., no sulfites	100/2 oz case	53,000		\$ _____	
2	Apples	U.S. No. 1	Red Delicious, Braeburn, Fuji, and/or Gala, Yellow Delicious, Granny Smith, 125-138 count, Washington/Oregon, New York, NY, Michigan, US Extra Fancy, 40 lb. net, packed by layer	125-138 ct - 40# case	20,000		\$ _____	
3	Banana #3	U.S. No. 1	100-120 count, Florida locally grown preferred, medium green color (#4) or green tip (#5) color or as ordered, 40 lb. min., full container; first quality, non-domestic ok.	40# case	20,000		\$ _____	
4	Broccoli Florets	U.S. No. 1	Fresh, 1/3 lb. packages, firm heads, free from decay and damage, closely trimmed	3# Bag	2,000		\$ _____	
5	Cabbage Chl Red Shrd		Shredded 1/5# bag, firm, well colored, free from soft rot/damage	5# Bag	2,000		\$ _____	
6	Cabbage Grn US #1	U.S. No. 1	Whole, firm heads, free of damage, washed	5# Bag	400		\$ _____	
7	Cabbage, Napa	U.S. No. 1	Whole, fresh, free from wilt, decay or rot.	5# Bag	100		\$ _____	
8	Carrot Chl Baby Whole	U.S. No. 1	Whole, 1/5# bag, firm, well colored, free from soft rot/damage	5# Bag	2,000		\$ _____	
9	Carrot Chl Baby Whole	U.S. No. 1	Whole, 20/1 lb. bag per case and 4/5 lb. bag per case, firm, well colored, free from soft rot/damage	4/5# bags per case	2,000		\$ _____	
10	Carrot Chl Baby Whole	U.S. No. 1	Individually packed, 100/2 oz., firm, well colored, free from soft rot/damage	100/2 oz case	6,000		\$ _____	
11	Carrot Chl Shrd	U.S. No. 1	Shredded 1/5# bag, firm, well colored, free from soft rot/damage	5# Bag	4,000		\$ _____	
12	Carrot Chl Stick	U.S. No. 1	Whole, 1/5# bag, firm, well colored, free from soft rot/damage	5# Bag	500		\$ _____	
13	Cauliflower Florets	U.S. No. 1	Fresh, 1/3 lb. packages, firm heads, free from decay and damage, closely trimmed	3# bag	200		\$ _____	
14	Celery Chl Stick	U.S. No. 1	Whole, 1/5# bag, firm, well colored, free from soft rot/damage	5# Bag	3,000		\$ _____	
15	Cilantro	U.S. No. 1	Iceless, fresh, 1 lb. package	1# bunch	1,000		\$ _____	
16	Cole Slaw Mix Chl	U.S. No. 1	Green cabbage, chopped for cole slaw with grated carrots	5# Bag	1,500		\$ _____	
17	Cole Slaw Mix Chl	U.S. No. 1	Green cabbage, chopped for cole slaw with grated carrots	4/5# bags per case	800		\$ _____	
18	Cucumber	U.S. No. 1	12 count, medium, firm, well-shaped, even dark green color, uniform size, free from sun-scald	12 ct - 1/8# case	9,000		\$ _____	
19	Kiwi	U.S. No. 1	Fresh, whole, 33-39 count, Domestic - US	33-39 per case	5,800		\$ _____	
20	Lettuce Boston	U.S. No. 1	Boston Lettuce Heads, free from browning, decay or wilt	Each	5,500		\$ _____	
21	Lettuce Chl Romaine Chop	U.S. No. 1	Romaine, chopped, free from browning, decay or wilt	6/2# bags per case	23,000		\$ _____	
22	Onion, Dry Red Jumbo	U.S. No. 1	Dry Red, Jumbo	5# Bag	2,300		\$ _____	
23	Onion, Dry Yellow	U.S. No. 1	Dry Yellow, Jumbo	5# Bag	5,800		\$ _____	
24	Onion, Dry Yellow Jumbo	U.S. No. 1	Dry Yellow, Jumbo	1/50# bag	600		\$ _____	
25	Onion, Grn	U.S. No. 1	Scallions, green onions	6 bunch/1#	1,300		\$ _____	



MIAMI-DADE COUNTY PUBLIC SCHOOLS  
 BID 092-NN03 FRESH PRODUCE

BID PROPOSAL FORM (FORMAT B)						PLEASE COMPLETE ALL HIGHLIGHTED AREAS		
Bid # 092-NN03 Fresh Produce						NAME OF BIDDER:		
Buyer: Vanessa Flores								
<p>This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified herein. An award may be made to a Primary and Alternate vendor (where applicable) offering the lowest responsive and responsible bid for each item, grouping of items, or section as listed on the Format B (Bid Proposal Form.) The district reserves the right to award any individual and/or combination of bid items within this bid, whichever is in the best interest of the District. A blank entry on any line item on the Format B will be considered as a "No Bid" response for that particular line item. The primary vendor shall initially assume all responsibilities of this bid. If, however, during the term of the bid the primary vendor fails to perform or the contract is terminated for any reason, the alternate vendor shall assume all responsibilities. Should the alternate vendor be contacted by M-DCPS to fulfill this contract, the alternate vendor shall start servicing this bid at a mutually agreed upon time decided by both the alternate vendor and M-DCPS. The alternate vendor's price(s) must remain the same as originally bid and must remain firm for the duration of the contract. All vendors agree to this condition by signing their bid. Before completing any portion of this bid each bidder should be completely familiar with all the special conditions and bid terms. Each bid shall be completed as indicated.</p>								
Item #	Item Description	Quality	Description	Pack Size	Estimated Minimum Quantities	Bidder Count/Pack	Invoice Sell Price (to include Delivery Fee) for pack size listed herein	Originating Geographic Location
26	Onion, Yellow Dice	U.S. No. 1	Dry Yellow, Jumbo, Diced	5# Bag	3,800		\$ _____	
27	Parsley, Curly Leaf	U.S. No. 1	Curley leaf	2# Bag	200		\$ _____	
28	Parsley, Italian (flat)	U.S. No. 1	Italian (Flat)	2# Bag	150		\$ _____	
29	Pepper, Red Bell	Choice	Red Bell, Florida grown, Bulk	12 ct - 1/5#Bbag	1,900		\$ _____	
30	Pepper, Sweet Green Bell	Choice	Sweet Green, Florida locally grown, medium	5# Bag	7,000		\$ _____	
31	Potato, Baking US#1	U.S. No. 1	Baking	120 ct - 50# Bag	600		\$ _____	
32	Potato, Baking Russet	U.S. No. 1	Baking Russet	90 ct - 50# Bag	1,700		\$ _____	
33	Rosemary Fresh	U.S. No. 1	Iceless, fresh, 1 lb. package	1#	150		\$ _____	
34	Spinach	U.S. No. 1	Fresh leaves, ready to use, free from wilt, decay or rot, packed celo bags	4/2.5# Bags per case	9,700		\$ _____	
35	Squash, Yellow, Med	U.S. No. 2	Whole, free from decay	5# Bag	500		\$ _____	
36	Squash, Zucchini Med	U.S. No. 2	Whole, free from decay	5# Bag	1,000		\$ _____	
37	Tomato 6X6 count	U.S. No. 1	Florida locally grown, vine ripe, red, medium firm, free of bruises, 6 x 6 count (large), 25 lb. case min.	25# Case	4,500		\$ _____	
38	Tomato, Grape	U.S. No. 1	Florida locally grown, grape, clam shell containers, shiny red skin, firm flesh, free of bruises, 12 pints	12 pints per flat	8,000		\$ _____	
<p>In support of the District's Farm-to School Program, this bid allows for the district to buy directly from reputable, certified, local farmers. If product is purchased directly from a farmer or cooperative, the awarded vendor may be asked to deliver the locally grown produce and bill the District the price of the item plus quoted delivery fee and handling.</p>								
39	N/A	N/A	Per case handling and delivery fee.	N/A	N/A	N/A	\$ _____	N/A