# Request for Proposal

# #24-1005-2

# Nutrition Services

# Cafeteria Food Distribution

**Sacramento City Unified School District**
**Purchasing Services**
**5735 47th Avenue**
**Sacramento, California 95824**
**(916)643-9460**

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# TABLE OF CONTENTS


| | Page # |
|---|---|
| Bidder Information Sheet | 3 |
| Notice to Bidders | 4 |
| Bidders Checklist | 5 |
| General Terms and Conditions | 6 |
| Special Terms and Conditions | 18 |
| Bid Protest Procedures | 22 |
| References | 23 |
| Product Price Sheets | 25 |
| Non-Collusion Declaration | 28 |
| Authorized Vendor Signature | 29 |
| Piggyback Clause | 30 |

# Sacramento City Unified School District
## Cafeteria Food Distribution
## RFP #24-1005-2

## Bidder Information Sheet

**If you downloaded this RFP from our website, email this sheet to be added to our bidders list.**

Attention: Robert Aldama, Purchasing Manager II

Email: Robert-Aldama@scusd.edu

Re: RFP #24-1005-2 Cafeteria Food Distribution

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to email the following information so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# NOTICE TO BIDDERS

## REQUEST FOR PROPOSAL #24-1005-2

The **Sacramento City Unified School District** is requesting RFPs from providers of **Grocery Products** for the District's Nutrition program for direct shipment to the SCUSD warehouse.

RFPs must be received prior to **11:00 a.m., on September 07, 2023.** RFPs must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the Sacramento City Unified School District, Purchasing Services, 5735 47th Avenue, Sacramento, CA 95824.

RFPs received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP documents may be obtained from **Sacramento City Unified School District, Purchasing Services, Purchasing Services, 5735 47th Avenue, Sacramento, CA 95824**or by going to **http://www.scusd.edu/purchasing-services** and downloading the proposal.

Refer any questions to: **Robert Aldama, e-mail: Robert-Aldama@scusd.edu or Telephone: 916-643-9460**

# BIDDERS CHECKLIST

## Bidder Name _____

Submit this Bidders Checklist with your bid documents. Failure to submit this checklist at bid opening may deem your bid as non-responsive.

### Required items:

Bidder's Checklist (this form)

Special Terms and Conditions

Bid protest Procedures

References

Product Specifications

Product Price Sheets

Non-Collusion Declaration

Authorized Vendor Signature

Piggyback Clause

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# GENERAL TERMS AND CONDITIONS

**General** - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

**BID's** - To receive consideration, RFPs shall be made in accordance with the following instructions:

**Deadline for Receipt of BID's –** RFPs will be received prior to **11:00 A.M. on September 07, 2023**. Envelopes containing a response must be sealed, prominently marked with the RFP number, RFP title, and submitted to:

**Sacramento City Unified School District**
**Purchasing Services**
**5735 47th Avenue, Sacramento, CA 95824**
**Attn: Robert Aldama**

**Bids/Proposals**: To receive consideration, Bids/Proposals shall be made in accordance with the following General - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

1. **THE BID –** All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.

2. **"FAX" BIDS –** Facsimile copies of bids will not be accepted for formal advertised bids.

3. **DEFINITIONS –** Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.

4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY –** The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.

5. **WITHDRAWAL OF BID –** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid

submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER –** The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

7. **BID NEGOTIATIONS –** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.

8. **PRICES –** Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Sacramento County for products listed herein.

9. **TAXES –** Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.

10. **PERFORMANCE GUARANTEE –** The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

11. **BRAND NAME AND NUMBER –** The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES –** Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 3051 Redding Avenue, Sacramento California, 95820, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES –** The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

14. **DISTRICT REQUIREMENTS –** The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such

referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.

15. **ACCEPTANCE OR REJECTION OF BIDS –** The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

16. **BID EXCEPTIONS –** All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

17. **AWARDS –** The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

18. **EXECUTION OF CONTRACT –** Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.

19. **DELIVERY –** Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48 inches long by 40 inches wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

20. **MATERIAL SAFETY DATA SHEETS –** For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

21. **DEFAULT BY CONTRACTOR –** The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) 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 place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

22. **INSURANCE –** The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Sacramento City Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be $2,000,000, combined single limit or $2,000,000 per person, $2,000,000 per accident. Property Damage shall be $500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

23. **INVOICES AND PAYMENTS –** Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Sacramento City Unified School District, Accounting Services Department, 5735 47th Avenue, Sacramento, California, 95824. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. **BUY AMERICAN PROVISION** – In compliance with 7 CFR, Sections 210.21[d] and 220.13[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017; 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 National School Lunch Act (NSLA) (42 United States Code Section 1760[n]), that requires all school food authorities (SFA) to purchase, to the maximum extent practical, domestic commodities or products. Section 12(n) of the NSLA defines a domestic commodity or product as an agricultural commodity (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed product (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains a meat/meat alternate and grain component) that is processed in the United States using substantial agricultural commodities that are produced in the United States. The VENDOR shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantial" means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the "domestic" standard as described above ("non-domestic") in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Per Senate Bill 490 exceptions include:

i. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product
ii. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.
iii. 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.

To be considered for the alternative or exception, the request must be submitted in writing to SCUSD Nutrition Services in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

Once the exception request is received, a Nutrition Services designee will determine the type of exception, and complete the appropriate documentation to keep on file for three years as required by the CDE. Types of exceptions include:

1. Annual: Can only be used for the following five commodities: bananas, canned mandarin oranges, pineapple, jicama, and mangos.
2. Seasonal: Can be used in situations when commodities are not available seasonally
3. One-Time: Can be used for commodities or processed products in circumstances when the use of domestic foods is truly not practicable.

Additionally, the Buy American provision applies to all processed end products through the use of USDA Foods. The Vendor must be able to provide documentation to the District that processed end products containing USDA Foods meet the 51% requirement, by weight or volume. Substantial means that over 51 percent of the final processed product consists of agricultural commodities that are 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. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid. Exceptions to the Buy American Provision will be used as a last resort, and will be determined by the District based on the two exceptions defined by the USDA Policy Memo SP 38-2017, Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

## 25. MISCELLANEOUS PROVISIONS:

**A. Program Regulations**

The VENDOR shall be in conformance with the applicable portions of The District's agreement under the program. The VENDOR will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The VENDOR shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The VENDOR's products shall meet grade level caloric, sodium, saturated fat, and trans fat requirements.

B. **Affordable Care Act**

The VENDOR understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111- 152 (collectively the Affordable Care Act "ACA"). The VENDOR shall bear sole responsibility for providing health care benefits for its employees who provide services to The District as required by State or Federal law.

C. **Disclosure of Lobbying Activities**
Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the VENDOR must disclose lobbying activities in connection with school nutrition programs. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR§3018.100 *(Only applies to contracts over $100,000).*

D. **Certification Regarding Lobbying**
Pursuant to 31 USC 1352, the Vendor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay 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 any of the following covered Federal actions. *(Only applies to contracts over $100,000).*

E. **Certificate of Independent Price Determination**
The Vendor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor certification regarding non-collusion.

F. **Civil Rights Compliance**
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877- 8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail:
U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

G. **Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation**
The VENDOR will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The District will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement. (Only applies to contracts over $100,000).

H. **Contract Work Hours and Safety Standard Act**
The VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). *(Only applies to contracts over $2,500).*

I. **Debarment, Suspension, Ineligibility and Voluntary Exclusion**
By signing the Offer & Award form, the VENDOR shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The VENDOR shall comply with regulations implementing Office of Management and Budget Guidance in Non-Procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. *(Only applies to contracts over $25,000).*

J. **Energy Policy and Conservation Act**
The VENDOR shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94– 163, 89 Stat. 871.).

K. **Equal Employment Opportunity**
The VENDOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

L. **Record Keeping**
The books and records of the VENDOR pertaining to operations under this Agreement shall be available to The District at any reasonable time. These records are subject to inspection or audit by representatives of The District, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The District shall maintain such records, for a period of not less than five (5) years after the final day of the contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).

M. **Assignment of Contracts**
The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

N. **Binding Effect**
This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

O. **Severability**
If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

P. **Amendments**
The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Q. **Entire Agreement**
This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

R. **Force Majeure Clause**
The parties to the contract shall be excused from performance thereunder 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 nonperformance is not due to the fault or neglect of the party not performing.

S. **Hold Harmless Clause**
The successful bidder agrees to indemnify, defend and save harmless Sacramento City Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's

performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

T. **Prevailing Law**
In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

U. **Governing Law and Venue**
In the event of litigation, the bid 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 Sacramento County.

V. **Permits and Licenses**
The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

W. **Toll Charges**
If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

X. **Contract Documents**
The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

Y. **Independent Contractor**
While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

Z. **Anti-discrimination**
It is the policy of the Sacramento City Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status,

age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

AA. **Termination Without Cause**

This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

BB. **Product Shortages**

If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

## Bidder Name: _____

# SPECIAL TERMS AND CONDITIONS

Sacramento City Unified School District (SCUSD) is requesting proposals (RFP) for distribution grocery pricing for items delivered to our district distribution facility. SCUSD is comprised of 80 schools and kitchens and a Central Kitchen with an average daily attendance of 43,000 students. SCUSD serves over 45,000 meals per day in a variety of programs including Breakfast, Lunch, Supper, After School Snack, Preschool, and summer meals. 69 SCUSD schools qualify for Community Eligibility Provision based on student demographic income data.

The District's Nutrition Services Department has aligned with Sacramento's Farm to Fork initiatives sourcing local items and local ingredients wherever possible which sustains the local economy, reducing the carbon footprint and improving quality.

**This RFP will be a one (1) year award with the possibility of two (2) one (1) year extensions from date of Board award.**

**Return one (1) unbound original and two (2) bound signed complete set in an envelope with the RFP number and name of RFP listed on the outside.**

## Conditions

The amounts listed are estimates of usage, the District may purchase more or less as determined by school needs.

1. This RFP is for direct drop ship deliveries to our District Warehouse.

2. All questions regarding this bid must be submitted by email to Robert-Aldama@scusd.edu Indicate in the subject RFP number and RFP name. This will be the only acceptable form for questions. No questions will be answered after **August 24, 2023.**

3. Any request for price increase must be submitted thirty (30) days prior to term of contract. Vendor must submit all supporting documentation. The District reserves the right to accept or deny any increase to price.

4. Delivery appointments are Mon-Friday 7 am-1pm daily. No weekend or holiday deliveries.

5. Invoices will be supplied electronically to district contact upon delivery of PO. Send all invoices to: Food Service Invoices FoodServiceInvoices@scusd.edu

6. Deliveries are to be made at SCUSD Nutrition Warehouse 3051 Redding Ave., Sacramento, CA 95820. Deliveries are to be pre-scheduled, contact Nutrition Services 916-395-5600 ext. 460005 for appointments.

7. All Product shall arrive palletized and good condition and accessible for quick off load with forklift. Trailer floorboards shall be clean, free of debris and holes. There shall be no evidence of spills, spoiled food or insect/rodent activity.

8. Product Recall - To ensure the safety of our students' vendor must communicate all product recall information in a timely manner and plan pick up and reimbursement if necessary. Provide information on your company's policy for handling recalled product. Include any current or past recalls within the last 3 years and their disposition.

9. The District reserves the right to add or remove products as may be needed throughout the term of this contract.

10. Substitutions must be pre-authorized by SCUSD Nutrition Services and the price shall be equal to or less than the substituted item.

11. Vendors agree to net 30-Day payment terms from date of invoice.

12. Vendors agree to 3-4 week lead times for all purchases from the date Purchase Order issue.

13. Do not include sales tax on your invoice. In accordance with the California Tax Code, the District does not pay sales tax for products, which are served, to the students of a school by public schools or school districts.

14. Domestic Preference: the District will interpret this to mean product grown, packed and distributed locally from California or the continental United State of America.
    - Assembly Bill 778 requires LEA's to accept a 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 of the date, when **both** of the following criteria are met:
        a. The bid or price of the California-grown agricultural food product does not exceed the lowest bid price for a domestic agricultural food product produced outside of the state.
        b. The quality of the California-grown food product is comparable to that domestic agricultural food product produced outside the state.

15. Prices: Prices and percentages must be typewritten or in ink. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing the proposal. No oral, telegraphic or telephone quotations or modifications will be accepted.

Quote on each item separately. Prices must be stated in units specified herein or trade standard. Each item must be considered separately and not in combination with other items unless otherwise specified on quote form by the District. In case of error, unit prices will govern and extensions will be corrected.

Bidder must insert price for each item on the Quotation Sheet. More than one-unit price inserted for anyone item may result in the rejection of the bid unless alternate bids are specifically requested. No taxes shall be included in the prices quoted. Prior to the proposal deadline, corrections may be inserted; however, changes shall be initialed, in ink, by the person signing the proposal or by his authorized representative.

16. Method of Award: The District will award line items based on the following on the following criteria:

| | |
|---|---|
| Cost: | 0 - 50 points maximum |
| Product Specifications: | 0 - 35 points maximum |
| Taste/Visual Appeal/Acceptability: | 0 – 45 points maximum |
| Service/References: | 0 – 20 points maximum |
| | **150 Possible Points** |

**Definition of Criteria**

**Cost** - Cost will be determined by per serving cost taking into account various pack/unit sizes.
**Product Specifications -** Meets all Specifications as defined by Bid specification. Clean CN label.
**Taste/Visual Appeal/Acceptability** - Product must be appealing to the customer, provide best taste and visual appeal under normal school cafeteria conditions, and provide appropriate servings/yield to product specifications.
**Service/References** - Manufacturers capable of performing successfully under the terms and conditions of the contract. This would include competent personnel, reliable transport, full filling PO's without backorders, on-time deliveries, accurate invoicing and pricing, and easy and prompt communication.

17. Brand Names: The brands and products specified are the only brands and products currently known to meet the District's requirements. Bidders may offer other brands and products that are subject to the District's evaluation. If the bidder desires to quote on an item of equal character and quality, the item must be clearly identified with the brand name and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples may be requested by SCUSD Nutrition Services for evaluation.

18. Samples: Unless specifically requested in this Bid, samples will not be required for standard items. If, however, the bidder proposes to furnish a brand other than a standard item, a sample of the proposed merchandise shall be provided upon request of Nutrition

Services. Samples shall be submitted to the District at no charge. Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their bid offer. Bidders who fail to submit samples as requested may result in rejection of the proposal.

Samples shall be delivered to **SCUSD Nutrition Services, 3051 Redding Avenue, Sacramento CA 95820, ATTN: Sallie Smyers**. Each sample must be clearly marked on the outside of each box or package to indicate the following:

- Name of bidder
- RFP Number and item number of the item listed on attached proposal
- Number of samples (if more than one is submitted)

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

## Bidder Name: _____

# BID PROTEST PROCEDURES

**Any bid protest by any vendor must be submitted in writing to the District before 5:00 p.m. of the third (3rd) business day following deadline for submission of proposals.**

- The protest must contain a complete statement of any and all bases for the protest.
- The protest must refer to the specific portions of all documents that form the bases for the protest.
- The party filing the protest must have actually submitted a bid. A vendor may not rely on the bid protest submitted by another vendor, but must timely pursue his or her own protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- 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 vendors or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- The vendor whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) business days after the deadline for submission of the proposals, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting vendor and to all other vendors who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- The procedure and time limits set forth in this paragraph are mandatory and are each vendor'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.
- A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

- **All bid protest shall be submitted to:**

**SCUSD Purchasing Services,**
**5735 47th Ave. Sacramento, CA. 95824**
**Attn.: Robert Aldama 916-643-9460**

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# REFERENCES

Please provide 3 letters of reference from current school district customers.

| Contact Person | School District | telephone # |
|---|---|---|

| Contact Person | School District | telephone # |
|---|---|---|

| Contact Person | School District | telephone # |
|---|---|---|

# PRODUCT SPECIFICATIONS

- The vendor shall state the brand and item number on BID; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product "**equal to**" the brand specified, any differences should be clearly noted and Vendor must submit each of the following in order to be considered:

    - product formulation statement (PFS statement) or CN label
    - nutritional and ingredient specifications

- Vendors proposing a product "equal to" the brand specified, that does not provide the PFS statements or CN label, Product Specifications & Nutritionals with the Bid will be considered unresponsive.

- Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements.

- Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Specifications shown have been established by the Nutrition Services Department assuring compliance with Healthy Hunger Free Kids Act 111-296; therefore, alternates may not be considered in circumstances where the menu, recipes, or noncompliance with (HHFKA) 111-296 is affected. The District will be the sole judge as to whether the products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

# Sacramento City Unified School District
## Cafeteria Food Distribution
## RFP #24-1005-2

**Vendor Name: _____**

## Product Price Sheet

| Line | Vendor | Item Description | Case Pack | Manuf. Item Code | Annual Case Quantity Needed | Identify Where Product is MFG (City/State) | Identify Brand if quoting a like item | Item Description if quoting a like item | Manuf. Item # if quoting like item | Case Pack Info if quoting like item | Commodity Processed item (yes/no) | Delivered Case Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Casa Solano Or Equal | Bean Refried Vegtrn Dehy | 6/30 oz. | PBD16301CSSMVG | 1225 | | | | | | | |
| 2 | Aldente or Equal | Sauce Pasta Ultra Premium | 6/#10 | 12324 | 375 | | | | | | | |
| 3 | Barilla or Equal | Pasta Spaghetti WG | 2/10 lb. | 1000013340 | 200 | | | | | | | |
| 4 | Barilla or Equal | Pasta, Penne Rigate | 2/10 lb. | 440072 | 420 | | | | | | | |
| 5 | Gossner or Equal | Milk, White 1%, Shelf Stable or Equal | 27/8 oz | 10186 | 7275 | | | | | | | |
| 6 | Pepfarm or Equal | Cracker Goldfish Cheddar WG | 300/.75z | 18105 | 1100 | | | | | | | |
| 7 | Darlington or Equal | Blueberry Lemon Crispy Bites WG | 108/1oz | 71500 | 325 | | | | | | | |
| 8 | Dick and Jane or Equal | Educational Snack Crackers-Farmers Market, States, Food, | 120/1oz | ES1003, SC8801, ES1002,ES1001,ES8803,SC8802 | 300 | | | | | | | |
| 9 | MJM or Equal | Cracker, Graham Applecinn. Bear | 300/1 oz. | 7389141 | 3000 | | | | | | | |
| 10 | MJM or Equal | Cracker Graham Sports Bite | 150/ 1 oz | 514150 | 400 | | | | | | | |
| 11 | MJM or Equal | Cracker Wheat Savory | 155/ 1oz | SYS70114034 | 2200 | | | | | | | |

# Sacramento City Unified School District
## Cafeteria Food Distribution
## RFP #24-1005-2

| Line | Vendor | Item Description | Case Pack | Manuf. Item Code | Annual Case Quantity Needed | Identify Where Product is MFG (City/State) | Identify Brand if quoting a like item | Item Description if quoting a like item | Manuf. Item # if quoting like item | Case Pack Info if quoting like item | Commodity Processed item (yes/ no) | Delivered Case Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 12 | J & J or Equal | Jungle Cracker | 200/1 oz | 39085 | 500 | | | | | | | |
| 13 | Smuckers or Equal | Syrup, Natural Pancake | 100/1 oz. | 5150222283 | 3275 | | | | | | | |
| 14 | Sysco Classic or Equal | Gravy, Chicken RTU | 12/49 oz. | 550VD-SYS | 75 | | | | | | | |
| 15 | Casa Solana or Equal | Sauce, Taco Packet | 500/9 gm | 748653279000 | 100 | | | | | | | |
| 16 | Heinz or Equal | Mustard Packet | 200/5.5 gm | 53060 | 500 | | | | | | | |
| 17 | Heinz or Equal | BBQ Sauce Cup | 100/1 oz | 10013000714607 | 1025 | | | | | | | |
| 18 | Americana or Equal | Mayonnaise Packet | 500/9 gm | 78000844 | 400 | | | | | | | |
| 19 | Sysco Imp or Equal | Olives, Ripe Med. Pitted Fcy | 6/#10 | 3220026 | 100 | | | | | | | |
| 20 | Pam or Equal | Pan Coating, Aerosol Concentrate | 6/17 oz. | 4377 | 225 | | | | | | | |
| 21 | Del Sol or Equal | Pepper, Jalapeno Sliced | 6/#10 | DS00115 | 200 | | | | | | | |
| 22 | Marzetti Or Equal | Crouton, Seasoned Cubed (no trans fat) WG | 4/40 oz | 140035 | 1075 | | | | | | | |
| 23 | Kruger or Equal | Pickle, Dill Chip KK Cut | 4/1 gal | 1615 | 375 | | | | | | | |
| 24 | Idahoan Or Equal | Potato Real Mash | 12/26 oz. | 2970022313 | 400 | | | | | | | |
| 25 | Kraft or Equal | Mayonnaise, Real | 4/1 gal | 64219 | 140 | | | | | | | |
| 26 | Pearl or Equal | Milk, Soy Single Serve Vanilla | 24/8 oz. | 06184 | 500 | | | | | | | |
| 27 | Niagara or Equal | Water, Bottled Spring | 80/8 oz. | 9901145 | 250 | | | | | | | |

# Sacramento City Unified School District
## Cafeteria Food Distribution
## RFP #24-1005-2

| Line | Vendor | Item Description | Case Pack | Manuf. Item Code | Annual Case Quantity Needed | Identify Where Product is MFG (City/State) | Identify Brand if quoting a like item | Item Description if quoting a like item | Manuf. Item # if quoting like item | Case Pack Info if quoting like item | Commodity Processed item (yes/ no) | Delivered Case Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 28 | New Treasure or Equal | Corn Whole Kernel | 1/30 lb. | 62406-90006 | 400 | | | | | | | |
| 29 | Rich's or Equal | Cinn Roll Whole Grain | 140/2.6z | 13940 | 300 | | | | | | | |
| 30 | Bernardi or Equal | Ravioli Cheese CN WG | 2/5.2 lb | 73417 | 400 | | | | | | | |
| 31 | Arrezio or Equal | Cheese Parmesan Shred USA | 5 lb. | 4188753 | 1150 | | | | | | | |
| 32 | Yoplait or Equal | Yogurt Vanilla & Strawberry Parfait Pouch | 6/4 lb. | 70470-16631<br>70470-16632 | 500 | | | | | | | |
| 33 | Sysco Imp or Equal | Soup Base, Chkn Low Sodium, No MSG | 6/1 lb. | 71723SYS | 75 | | | | | | | |
| 34 | Pepperidge Farm Or Equal | Goldfish Crackers Pretzel WG or Equal | 300/0.75 oz | 8026122 | 1000 | | | | | | | |
| 35 | Philadelphia Or Equal | Cream Cheese Pouch | 100/1 oz | 10021000611208.0 | 450 | | | | | | | |

# Sacramento City Unified School District
## Cafeteria Food Distribution
## RFP #24-1005-2

### NON-COLLUSION DECLARATION
### TO BE EXECUTED BY AND SUBMITTED WITH RFP
(Public Contract Code Section 7106)

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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# Authorized Vendor Signature

## Prime Point of Contact

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this RFP are true and correct.

| Date | Signature/Title | Type or Print Name |
|---|---|---|

| Name of Company | Address | City and State |
|---|---|---|

| Area Code | Telephone Number | Fax Number |
|---|---|---|

_____
Federal Tax Id Number

**Sacramento City Unified School District**
**Cafeteria Food Distribution**
**RFP #24-1005-2**

# Piggyback Clause

The Sacramento City Unified School (District) hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggyback able" by other education agencies in the state pursuant to Public Contract Code Sections §20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall hold the Sacramento City Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

**Acceptance or rejection of this clause will not affect the outcome of this RFP.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (____) YES

Option Granted (____) NO

| Date | Signature/Title | Type or Print Name |
|---|---|---|

| Name of Company | Address | City and State |
|---|---|---|