****

**Request for Proposal**

**RFP # 20-0801**

**Nutrition Service**

 **Food Catering Truck**

**Sacramento City Unified School District**

**Purchasing Services**

**5735 47th Avenue**

**Sacramento, California 95824**

 **(916) 643-9460**

Sacramento City Unified School District

Purchasing Services

5735 47 Avenue

Sacramento, CA 95824

T: 916/643-9460 \* F: 916/399-2021



**Bidder Information Sheet**

**If you downloaded this bid from our website, fax back this sheet to be added to our bidders list.**

Attention: Dan Sanchez, Purchasing Manager II

Fax # 916-399-2021

Re: Proposal 20-0801 – Nutrition Services – Food Catering Truck

Sacramento City Unified School District Bids/Proposals are available on-line. If you download a Bid/Proposal, you are required to fax the following information to 916-399-2021 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If you have any question, please email dan-sanchez@scusd.edu

**NOTICE TO BIDDERS**

**Request for Proposal # 20-0801**

The **Sacramento City Unified School District** is requesting Proposals from manufacturers of **Food Catering Truck** for the District’s Nutrition Services program.

RFP’s must be received prior to **1:00 p.m., on September 30, 2020.** RFP’s must be submitted in a sealed envelope, marked with the BIDnumber and title, and returned to the Sacramento City Unified School District, Purchasing Services, 5735 47th Avenue, Sacramento, CA 95824.

RFP’s 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, 5735 47th Avenue, Sacramento, CA 95824** or by going to [**http://www.scusd.edu/purchasing-services**](http://www.scusd.edu/purchasing-services)and downloading the proposal.

Refer any questions to: **Dan Sanchez, e-mail:** **dan-sanchez@scusd.edu** **include Bid number and title in subject.**

Published: September 15, 2020

September 22, 2020

**TABLE OF CONTENTS**

Page #

Bidder Information Sheet 2

 Notice to Bidders 3

 Table of Contents 4

 Bidders Checklist 5

 General Terms Instructions and Conditions 6

 Special Instructions & Conditions / Scope of work 16

 Evaluation of Award of Contract & Notification

 Attachment “A” Best Value Point Method 23

 Price Sheet 24

 Bidders References 27

 Non-Collusion Declaration 28

 Authorized Vendor Signature 29

**Bidder’s Checklist**

**Bidder Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

 **Required items Page**

 Bidder’s Checklist (this form) 5

 Special Instructions & Conditions / Scope of work 16

 Evaluation of Award of Contract & Notification

 Attachment “A” Best Value Point Method 23

 Price Sheet 24

 Bidders References 27

 Non-Collusion Declaration 28

 Authorized Vendor Signature 29

 **GENERAL TERMS AND CONDITIONS**

**Bids/Proposals**: To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

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 Nutrition 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.

1. **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.

1. **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.
2. **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.
3. **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” long by 40” wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
4. **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.
5. **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.
6. **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 $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident. Property Damageshall be $500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
7. **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 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.
8. **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. 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.
9. **MISCELLANEOUS PROVISIONS:**
10. **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.

1. **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.

1. **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)*

1. **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)*

1. **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.

1. **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,](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.

1. **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)

1. **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)*

1. **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)*

1. **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.)

1. **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).

1. **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).

1. **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.

1. **Binding Effect**

This Agreement shall inure to the benefit of and shall be binding upon the Contractorand District and their respective successors and assigns.

1. **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.

1. **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.
2. **Entire Agreement**

**T**his Bid and all attachments thereto constitutes the entire agreement betweenthe 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Termination Without Cause**

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

1. **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.

 **SPECIAL INSTRUCTIONS AND CONDITIONS**

**Scope of Work**

SCUSD is comprised of 80 schools and kitchens with an average daily attendance of 40,000 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. 58 of SCUSD schools are Community Eligibility Provision schools where all students eat breakfast and lunch at no charge and an additional 21 of our schools offer breakfast for all students at no charge.

The District’s Nutrition Services Department has aligned with No Kid Hungry, a national campaign working to end child hunger. With this partnership, SCUSD will create new options to feed kids and start the day with a healthy meal.

In providing meals to students, SCUSD is looking to purchase a fully functional Catering Truck to remotely prepare and serve hot and cold meals, maintaining all food and health safety requirements by City, County and State rules and regulations. The vehicle will consist of a Food Service Truck with built in Mobile Kitchen. This vehicle must be able to operate with local electric utilities and by generator; local fresh water supplies and independently with its own water supplies; along with collection and disposal of grey water.

1. **Evaluation, Award of Contract and Notification**

The proposal will be evaluated and awarded to the most responsive and responsible bidder. **Proposals will be evaluated on the following factors: Price, Competency, Design & Quality, Past Performance & Reliability using a “Best Value Point System”. (“Attachment A”).**

**To assist in evaluation, your RFP mobile kitchen visual and floor plan design must be submitted to: Dan Sanchez, Purchasing Services Manager at dan-sanchez@scusd.edu by September 28, 2020 at 2:00 pm prior to bid closing date.**

The District will be the sole judge of merit and not necessarily accept the lowest price offered. Design & quality of items will be considered in making a decision. The District reserves the right, in absolute discretion, to accept proposals, or any part of any proposal, and to make an award in the best interest of the District. Notification of award will be made by Notice of Award letter accompanied by signed contract, following Board approval. Product samples should be submitted only upon request by the District.

**All questions regarding this RFP must be submitted by September 24, 2020 5:00 p.m. No question will be answer after this date and time.**

1. **Delivery Deadline**

The completed vehicle sought by this proposal must be delivered in satisfactory condition to Sacramento City Unified School District Nutrition Services Department at

3051 Redding Avenue, Sacramento, Ca. 95820 at a date as determined by the District and with agreement of the awarded vendor.

1. **Pre-Award Conference**

As Determined by the District, the most responsive and responsible bidder may be required to attend a pre-award conference with District Representatives. The purpose of the pre-award conference will be to discuss and evaluate the bidder’s experience in the performance of a contract of similar scope and to assure the District representatives that the bidder possesses an understanding of the scope of the contract, including design, service, insurance and delivery requirements. The decision of the District’s representatives as to the ability of the bidder to successfully service this contract in accordance with the requirements shall be final.

1. **Prices and Notations**

Bidders must quote prices “F.O.B. Destination” to the District’s Nutrition Services Dept. located at 3051 Redding Ave., Sacramento, Ca. 95820.

Prices should be stated in the units specified and bidders should quote each item separately. The district will not pay drayage, packing, shipping and handling or fuel surcharges.

Unless otherwise specified, taxes shall not be included in the price quoted. The District will compute the state sales tax and use tax. Federal excise taxes are not applicable to school districts.

The agreement shall be effective upon award and purchases will be put into effect by means of purchase orders or suitable contract executed by the District. All purchase orders placed under this agreement shall be delivered and invoiced at the bid price.

1. **Specifications and Acceptable Brands**

The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified, and must clearly state the brand 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. If the brand offered as “equal” is not acceptable by the District as “equal” to the brand and product specified, vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted.

Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their proposal.

On all items where no brand names are indicated, bidders may offer products which will be subject to the District’s evaluation. If the product offered is not acceptable by the District for the item specified, bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.

1. **Materials and Work**

Except as otherwise specifically stated in the contract, bidder shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the contract in a good workmanship manner, within the required time.

Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified. Workmanship shall be of good quality and bidder shall use all diligence to inform itself fully as to the required manufacturer’s instructions and to comply therewith.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected from the elements, theft, vandalism or other loss or damage as required.

For all materials and equipment specified or indicated in the drawings, the bidder shall provide all labor, materials, equipment and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated in drawings nor mentioned in the specifications, that can legitimately and reasonably be inferred to belong to the work described or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail.

In all instances, materials shall be installed in strict accordance with each manufacturer’s most recent published recommendations and specifications.

Bidder shall, after award of RFP by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Bidder shall, upon demand from District, present documentary evidence showing that orders have been placed.

The District reserves the right but has no obligation, in response to bidder’s neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the work may be completed at the date specified in the agreement. And all expenses incidental to the procuring of said materials and/or equipment shall be paid for by bidder or deducted from payment(s) to the contractor.

Bidder warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver the vehicle with all improvements and accessories constructed or placed thereon by it, free from any claims, liens or charges. Bidder further agrees that neither it nor any person, firm or corporation furnishing any material or labor for any work covered by the contract shall have any right to lien any portion of the project or any improvement or accessory thereon.

If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the work or any District property, by any entity that has supplied material or services at the request of the contractor, the contractor and Contractor’s Surety’s shall promptly, on demand by District and at the Contractor’s and Surety’s own expense, take any and all action necessary to cause any such lien or claim based on a stop payment notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged or secured, the District may discharge such indeptness and deduct the amount required therefore, together with any and all losses, costs, damages and attorney fees and expense incurred or suffered by the District from and sum payable to Contractor under the contract.

Nothing contained in this article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g. stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1. **References**

Bidder will provide (3) three current references. These references must include the client name, address, phone number and name of contact person. At least (2) two of the (3) three must be located within California.

1. **Agreement Period**

This agreement shall be effective from the date of award. The vehicle must be complete and delivered by **a Date and time agreed upon by the District and vendor.**

1. **Ability to Supply**

Quote prices only if merchandise can be obtained and delivered at specified time. Item bid shall be considered binding. SCUSD shall have the option to collect a default penalty of (A) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (B) the difference between the bid price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God and similar causes not under control of the bidder will be considered exempt from this default provision. This is intended only as a last recourse and not as a deterrent to bidders. Bidders should confirm their inventories and suppliers before bidding.

1. **Pricing**

Prices must be firm, all-inclusive and shall be based on the Bidder’s offering which must adhere to the requirements of this RFP.

1. **Invoices**

Invoices shall contain the following information: purchase order number, delivery location, item number, item description, quantity, unit price, extended totals, applicable discounts for items delivered and point of origin as requested. Failure to enter this information on the invoice may delay payment. Payment shall be made on partial deliveries accepted by SCUSD Nutrition Services. **Please include a progress payment schedule that totals the full price of the food truck if you prefer payment intervals during the project.** Terms shall be **NET 30**. Credits must be issued within (5) business days of notification of pricing error.

1. **Inspection and Acceptance**

Inspection and acceptance of all items shall be at performed at destination. Items found to be to be defective or not in accordance with the bid specifications shall be replaced by the Contractor at no cost to SCUSD. Failures to replace items not meeting the bid specifications and/or defective items shall be considered sufficient cause for default action under the default provision of the agreement.

1. **Delivery**

The District shall have the right and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the proposal or to the sample submitted by the Contractor. All articles so rejected shall be promptly removed from the premises at the Contractor’s expense. No brand substitute will be accepted without prior approval from the District.

The time and manner of delivery are essential factors in proper performance under the contract. Delivery shall be accompanied by an invoice which bears the relevant District purchase order number and DMV paperwork for exempt plates and GVWR certification.

The vehicle must be delivered to Sacramento City Unified School District Nutrition Services Department at 3051 Redding Avenue, Sacramento, Ca. 95820 by a **Date and time agreed upon by the District and vendor.**

1. **Product Substitution and Discontinued Items**

The District will not allow substitutions in quality or quantity without prior approval from Nutrition Service Department in order to qualify for payment.

1. **Motor Vehicle**

The following conditions apply to the purchase of a motor vehicle. The vehicle shall be new (unused), current model year production or as specified on the bid form. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature. Unless otherwise specified, the vehicle must include the following whether standard or optional:

* **California Emissions System**
* **Factory Air Conditioning and Heater**
* **Power Outside Mirrors**
* **AM/FM/CD Radio**
* **Automatic Transmission**
* **Vinyl Seats**
* **Floor Mats**
* **Power Windows**

The vehicle shall include (4) sets of keys, which shall be provided at the time of delivery.

The manufacturer’s regular new vehicle warranty shall apply to the vehicle purchased under this bid. The warranty shall be factory authorized and shall cover no less than (3) three years/36,000 miles, bumper to bumper, no charge for parts and labor.

The selling dealer shall register the vehicle as directed by the District. The District is exempt from registration fees and shall provide a signed application for exempt registration. Motor vehicle shall be at bid rates, which do include California property taxes and license fees. Tax exempt “E” plates or registration numbers will be obtained.

1. **Warranty**

The Contractor shall obtain and preserve for the benefit of the District, manufacturer’s warranties on materials, fixtures and equipment incorporated into the work.

In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all work or equipment furnished on the job against all defects for a period of two (2) years after the later of the following dates, unless a longer period is provided in the contract documents.

At the District’s sole option, Contractor shall repair or replace any and all work that may prove defective in workmanship and/or materials within a two (2) years period from the date of completion as defined above, unless a longer period is provided in the contract documents, without expense whatsoever to the District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent loss to the District or to prevent interruption of operations of District, the District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District’s request for correction within a reasonable time as determined by the District, the District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believed are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantee provided in this article or elsewhere in the contract.

The above provision do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the specifications or upon request by the District.

Attachment “A”

BEST VALUE POINT METHOD

Sacramento City Unified School District has chosen to implement the Best Value scoring method to evaluate and recommend award. The following scoring method will be used in determining which of the (3) three lowest bidders will best meet the interests of SCUSD.

In the scoring criteria, there is a possible total score of 100 points.

District representatives will score and recommend award to the Board of Education.

**PRICE:**

Any award resulting from this bid will be made to the vendor whose offer conforms to the RFP and it is determined to be the most advantageous or “best value” to SCUSD. Lowest price is not the only criteria that will be used in the evaluation process.

Rated Best Cost (30-40 points), Rated Second Best (10-20 points), Rated Third Best (0-10 points)

**DESIGN & QUALITY:**

Attributes and characteristics that have significance of determining the degree of acceptability of the product to meet the overall goals and needs of the District.

Rated Best (20-30 points), Rated Second Best (10-20 points), Rated Third best (0-10 points)

**COMPETENCY:**

Overall experience, reputation, expertise and stability working with school food service and the food industry at large.

Rated Best (10-15 points), Rated Second Best (5-10 points), Rated Third Best (0-5 points)

**PAST PERFORMANCE & RELIABILITY:**

Service performance and quality of prior experience with clients and/or other districts, including but not limited to; overall on time delivery, overall fulfillment of orders and adequately meeting the conditions of the contract.

(0-10 points)

**DELIVERY LOCATION & DATE:**

If the delivery requirements are acceptable, bidder will be given an additional 5 points.



Continued next page



Continued on next page



BIDDER’S REFERENCES

Please complete the following statement and **submit with proposal**.

1. Proposed delivery date to SCUSD? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Please list three current references. Two of the three must be located within California.

 **Company** **Contact Person** **Phone Number**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provide a detail description of your company as it relates to building of Catering trucks / mobile kitchens. Include years of experience, types of vehicles built? Submit company advertisements, flyers, trade catalogs etc., which shows your company’s ability to provide a high quality vehicle.**

**NON-COLLUSION DECLARATION**

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

(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

**Authorized Vendor Signature**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid 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