****

**Request for Proposal**

**RFP # 200601**

**Nutrition Service**

**Fresh Sliced Bagged Apples - Direct**

**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 200601 – Nutrition Services – Fresh Sliced Bagged Apples

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 # 200601**

The **Sacramento City Unified School District** is requesting Proposals from providers of **Fresh Sliced Bagged Apples** for the District’s Nutrition Services program.

RFP’s must be received prior to **1:00 p.m., on July 24, 2019.** 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: July 9, 2020

July 16, 2020

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**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.

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 **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.

**SCOPE OF WORK**

The Sacramento City Unified School District Nutrition Services Dept. is continually striving to promote healthy food options to its students. SCUSD Nutrition Services has a Farm to School program which seeks to increase children’s participation in the school meal program and promote consumption of fruits and vegetables, thereby improving childhood nutrition, reducing hunger and preventing obesity and obesity related diseases.

To help meet these goals, Nutrition Services is seeking to enhance the health of school meals by decreasing the distance between farmers and students. Nutrition Services is striving to achieve this goal by working with suppliers who can cultivate relationships with various local farmers that can provide local produce to the District.

The District is seeking only one vendor.The term of this **RFP is one (1) year from School Board approval and then renewable for two (2) one (1) year terms** at the discretion of the District.

**This is a direct ship delivery bid to: SCUSD Central Warehouse located at 3051 Redding Ave. Sacramento, CA. 95820**

**With Free on Board (FOB) option at the discretion of the District**

Partial bids or bids listing items as special order will not be accepted; such bids will be considered as non-responsive.

**RFP’s must be submitted to the Sacramento City Unified School District, Purchasing Services Department, 5735 47th Avenue, Sacramento, CA 95824 prior to 1:00 p.m. July 24, 2020**

**Submit one (1) unbound original signature and three (3) bound copies; failure to provide may deem your bid non-responsive.**

All questions regarding this RFP must be submitted by **Wednesday July 16, 2020 by 5:00 p.m**. Send all questions Attention: Dan Sanchez at purchasing@scusd.edu; reference bid number in subject. No questions will be answered after the above listed date and time; telephone and fax questions will not be answered.

**SPECIAL INSTRUCTIONS**

**GENERAL INFORMATION**

All Suppliers shall comply with the U.S. Pure Food and drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared products must be prepared without the use of sulfating agents.

All Bidders shall hold an USDA National Processing Agreement for USDA Foods Material Code 110149: APPLES FOR FURTHER PROCESSING – BULK

The awarded Bidder shall provide the District a Summary End Product Data Schedule for SY2020-21.

 Proposals received from Bidders that do not hold an USDA NPA Agreement will be deemed **“Non-responsive.”** Enter NPA Number here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRICING**

1. “Delivered Price” shall include freight. The amount of dollars spent by SCUSD Nutrition Services for the purchase of fresh sliced bagged apples for **FY18/19 was $365,470.00**

And for **FY19/20 was $291,779.00 (Covid-19).**

**ORDERING**

1. SCUSD Nutrition Services shall place orders weekly via email by Purchase order to the Supplier’s designated Customer Service Representative during the regular school year.
2. SCUSD Nutrition Services reserves the right to refrain placing an order as needed due to inventory abundance, DoD entitlement (USDA Dept. of Defense fresh fruit & vegetable program) or poor quality.

**DELIVERY**

1. Deliveries shall be made to SCUSD Central Warehouse, located at: 3051 Redding Ave., Sacramento, CA. 95820
2. Delivery appointments are required. Dock appt. may be made by calling 916-395-5600 ext. 460005 / Tara Phillips or by emailing: tara-phillips@scusd.edu
3. No weekend, holiday or dark drops will be accepted.
4. Preferred delivery date will be notated on Purchase Order. If you propose a certain delivery day of the week, enter that day here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. If Supplier is requested to deliver an emergency order, how quickly could a delivery be made to the central Warehouse? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product.
7. SCUSD Nutrition Services reserves the right to reject products delivered in error, not delivered according to specifications, sub-standard quality or past peak ripeness.
8. Produce must be delivered in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the carrier.
9. Timely delivery of all orders is expected. If the vendor is aware of any delivery delays, an email notification shall be sent to the Districts Nutrition Services office, to the attn. of Tara Phillips / tara-phillips@scusd.edu

SCUSD Nutrition Services reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.

**FREE ON BOARD (FOB)**

If Supplier is within 100 mile radius from SCUSD Central Warehouse, Nutrition Services may opt to pick up purchase orders. If you are within the radius, please include **TRUCKING INSTRUCTIONS** with RFP.

**REPORTS/INVOICES**

1. Product shortages at the time of delivery will be noted on the delivery invoice and signed by the carrier’s driver and the invoice shall be paid for only the amount physically received.
2. Product of bad quality or expired dates noticed after the delivery (within 3 business days) will be reported and replaced with quality product or credit issued.
3. The district will pay individual invoices provided by the supplier with purchase order reference. Invoices and statements shall be emailed to the attention of:

Robert-Aldama@scusd.edu

1. Supplier shall agree to **net 30-day** payment terms from date invoice is received.
2. All deliveries must be accompanied by a delivery receipt.

 Receipt is to include, item identification, unit price, price extension and total price of delivery.

1. Vendor will be required to provide Nutrition Services a computer generated sales analysis report on a request basis. This report must include items purchased and aggregate quantities, year-to-date purchase quantities per item and average unit cost.

**AGREEMENT**

1. The District reserves the right to terminate the contract for default or for convenience with 30-day advance written notice. If the contract is terminated for convenience, the Supplier shall only be paid for products rendered to the date of termination.
2. In support of our Farm to School efforts, the District reserves the rights to purchase produce items off contract utilizing other competitive methods directly from local farmers and growers as they are available.
3. The district reserves the right to add or remove products, may purchase more or less than estimated, throughout the terms of this contract.

**SUBSITUTIONS**

1. Substitutions in variety or quantity shall receive prior approval from the SCUSD Nutrition Services in order to qualify for payment. If substitution is unavoidable due market conditions, vendor shall offer equivalent item with District approval at no additional cost to the District.
2. Substitution requests may be sent to: Robert-Aldama@scusd.edu

**BUY AMERICAN**

1. In accordance with “Buy America, Buy California” every effort will be made to provide first locally grown (250 miles), then California grown, then American grown produce. If California or U.S. grown produce is not available in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.
2. Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and it processed in the Unified States substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that “substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Exemptions to the Buy American provision are listed below:
* When product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
* Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

**FOOD SAFETY**

1. Suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handing, processing, marking, and labeling.
2. All prepared products must be prepared without the use of sulfating agents.
3. Produce certified free from pesticide residues is preferred when available and competitively priced.
4. 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.

**QUALIFICATIONS**

1. Supplier must have facility Sanitation Program.
2. Vendor must provide Good Agricultural Practices (GAP) documentation.
3. Vendor must have a documented Hazard Analysis Critical Control Program (HACCP) Provide a copy of this program with RFP.

**COMMITMENT TO SCHOOL FOOD SERVICE**

Supplier must have food service sales specialist that will be able to work directly with Nutrition personnel on a weekly basis to assist with product sourcing, ordering and availability.

This person must be a school food service expert and understand the fruit and vegetable subgroup requirements of the National School Lunch and School Breakfast programs. They must have knowledge of USDA’s Food Buying Guide and vegetable equivalents to serving size.

**METHOD OF AWARD**

The District will award bid based on a point system. The following scoring method will be used to determine which Bidder will best meet the interest of the District. There is a possible score of 100 points

1. **Cost:**

Lowest cost will be determined by total cost of all line items bid, multiplied by the total of anticipated usage for each item.

Lowest Bidder = 50 points

Second Lowest = 40 points

Third Lowest = 30 points

1. **Geographical Preference:**

Provide local produce grown within a 250-mile radius of Sacramento, Ca.

Best Able to Meet Preference = 25 points

2nd Best Able to Meet Preference = 15 points

3rd Best Able to Meet Preference = 5 points

1. **Past Performance/ Service Reliability**

Awarded Supplier must have a proven ability to deliver high quality produce in a timely matter, to a large customer, requiring weekly deliveries.

References of past and present customers may be checked to determine ability to meet required service levels.

Best Able to Meet Service Requirements = 25 points

2nd Best Able to Meet Service Requirements = 15 points

3rd Best Able to Meet Service Requirements = 5 points

In the event that two Bidders score the same amount of points, the bid will be awarded to the Supplier that is determined most advantageous to the District.

**Price Sheet Vendor Name\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Estimated Annual Usage** | **Unit** | **Description** | **Delivered Case Price****(Commercial)** |  **FOB** **Case Price** **Commercial** | **Pass** **Thru** **Value****(PTV)** | **Net Sell Delivered****Commodity** | **Net Sell** **FOB****(Commodity)** | **Identify Location Grown (i.e. WA)** | **Identify Location Packed (i.e. CA)** | **Identify Location Shipped (i.e. CA)** |
| **1** | **3,000** | **Case** | **Domestic Red Sweet Apples Slices, 12/3# Bags** |  |  |  |  |  |  |  |  |
| **2** | **3,000** | **Case** | **Domestic Red Sweet Apple Slices, 200/2 oz. Bags (1/2 cup serving)** |  |  |  |  |  |  |  |  |
| **3** | **3,000** | **Case** | **Domestic Green Sweet Apple Slices,** **200/2 oz. Bags (1/2 cup serving)** |  |  |  |  |  |  |  |  |
|  |  |  |  **Total Cost** |  |  |  |  |  |  |  |  |

**PREVIOUS PERFORMANCE**

1. Suppliers are advised that the District reserves the right to reject a bid from a Supplier that cannot demonstrate the ability to provide the necessary products and services required under this agreement.
2. Provide 3 references from school districts, like size to SCUSD with contact names and numbers.

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Contact Person School District Telephone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person School District Telephone #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person School District Telephone #

**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

**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 bid.**

By signing below, Vendor agrees to allow other agencies (including public, private and charter school’s 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