

# RFP # 150701

(Request for Proposal)

# **Nutrition Services**

# Fresh Produce

Daniel M. Sanchez, C.P.M.
Sacramento City Unified School District
Purchasing Services
3051 Redding Ave.
Sacramento, California 95820
(916) 277-6662

#### **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

#### NOTICE TO BIDDERS

#### Request for Proposal (RFP) # 150701

" to 10:01 A.M., on July 23, 2015. Bids must be submitted in a sealed envelope, marked with the Bid

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## Sacramento City Unified School District Nutritional Services, Fresh Produce

Sacramento City Unified School District

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 f one item shall be contingent

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  bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar.
  - bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
- 16. BID EXCEPTIONS All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
- 17. AWARDS The District reserves the right of determination that items bid meet or do

- 20. MATERIAL SAFETY DATA SHEETS For all products requiring a Material Safety Data Sheet The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
- 21. DEFAULT BY CONTRACTOR The District shall hold the bidder(s) responsible for any

and	entiti	ies,	officers	, agents,	and	emp	loyees	from	and	against	any	and all	claims,
dem	ands,	loss	ses ·									.)	
offic	ers, a	igen	ts, and	employee	es ma	ay sus	stain o	r inure	or v	vhich ma	ay be	impose	ed upon
ther	n for i	injur	y to or	death of <sub>l</sub>	oerso	ns, o	r dama	ige to i	prope	erty as a	resul	t of, ari	sing out
of, o	or '			•	,			•	•			•	•

arising out of the sole negligence of the District.

- H. <u>Prevailing Law</u> 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.
- I. <u>Governing Law and Venue</u> 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.
- J. <u>Permits and Licenses</u> 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.

K. Toll Charges -

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.

- O. <u>Termination Without Cause</u> This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.
- P. Product Shortages -

Sacramento City Unified School District

	Vendor Name
Produce Specifications and Condition	tions

All grades refer to USDA Standards unless otherwise specified.

#### **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. In accordance with a Buy California, to provide first Locally grown

All vendors are to utilize a percentage markup over the USDA San Francisco <u>high market quote</u> for this RFP. All whole case fruits and vegetables should be quoted off this pricing structure and a copy of the San Francisco quote used must accompany this quotation.

#### **ORDERING**

V o ) s for 55 Elementary sites. Contractor must allow for minor order adjustments to be submitted on Friday before Monday delivery. The District reserves the right to add, remove or delete product based on school needs.

21 Secondary sites will place orders directly with Contractor on Wednesdays for Tuesday delivery.

Only vendors with no minimum order requirements will be considered for award.

#### **DELIVERY**

The District reserves the right to make additions to, or deletions from, the lists of cafeterias to be served at any time during the period of the contract, and revise delivery times as required. A current District cafeteria list will be provided to the Contractor awarded this RFP.

Supper/Summer Kitchen for a total of 21 sites. Nineteen (19) Secondary sites will place orders to delivery. One (1) site will order on

As food safety is a major concern in our schools, submit with this bid your Good Agricultural Practices (GAPs) documentation of food safety and sanitation program.

Bidder must have food service sales specialist that will be able to work directly with district personnel on a weekly basis to assist with product ordering, selection and availability. This person should have at least 2

19	Salsa Mix (Pico de Gallo)	5#	1,406	
20	Strawberries	8 ct	6,336	
21	Tangerine	25#	296	

22 Tomato, Cherry

		i	•	•	
37	Strawberries	8 ct	238	\$24.02	\$5,712.95
38	Tangerine	25#	213	\$31.80	\$6,778.00
39	Tomato, Cherry	12 ct	102	\$18.30	\$1,862.35
				Total Cost	

#### PLEASE PRINT

Prepared By	D	Date				
Vendor			_			
Address	City	y ST	_			
Phone Number	Fay Number					

Sacramento City Unified School District Nutritional Seru1p8( )-

Sacramento City Unified School District

#### NON-COLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID

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 dealars under penalty of perium under the laws of the Ctate of California that the
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
rollegoling is true and correct.
Date
Name of Vendor
Printed name of Authorized Company Representative
Trinted hame of Admonzed company Representative
Signature of Authorized Company Representative