



Request for Pricing Contract (RFP) 2020 - 2021 School Year

Orland Unified School District is accepting bids for the items listed on the attached document for the 2020/ 2021 school year. The bid period is July 1, 2020 through June 30, 2021. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

Completed bid packet shall be delivered or mailed to the attention of: Sepon Istepanyan, Student Nutrition Manager, 903 South Street, Orland, CA. 95963. The deadline for submission is 10 a.m. on July 1, 2020. Hard copies may be submitted via mail service or in person. It is the responsibility of the vendor to ensure that the bid is submitted on time and to the authorized agent. The bid will be opened at said time. Faxed documents are not acceptable and will not be received. Orland Unified School District reserves the right to reject any or all quotations and to waive any formality of the bid. Any bid received after the scheduled closing time for receipt will not be accepted and will be returned unopened.

All bids received on or before 10 a.m. on July 1, 2020 will be reviewed, judged and awarded. The results will be presented for approval to the Orland Unified School District Board during the following board meeting after the bid end date. The results will be announced at that board meeting.

Questions regarding the bid and/or bid documents will only be accepted if submitted in writing. Questions can be submitted to Sepon Istepanyan at sistepanyan@orlandusd.net. All questions shall be submitted by email before 2 p.m. on June 24, 2020.

Original signatures are required on the submitted proposal. The company representative authorized to sign the proposal with accompanying contract obligations and bind the company to all contractual obligations must sign in blue ink. The same person who signs the submitted proposal for the vendor must initial corrections made of entries on the bid form in blue ink. An authorized officer shall sign the submitted proposal under the correct firm name.

BUY AMERICAN REQUIREMENT

The Buy American provisions are found in the regulations of the National School Lunch Program (NSLP) at 7 CFR 210.21(d) and the School Breakfast Program (SBP) at 7 CFR 220.16 (d). The Buy American provision requires participants to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP, Summer food program, CACFP and SBP.

Two situations which may warrant a waiver to permit purchases of foreign food products are:

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality.
- 2) Competitive bids reveal the costs of a U.S. product are significantly higher than the foreign product.

A domestic commodity or product is one that is produced and processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially using" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. This includes foods that are sold to students as a la carte food items.

RFP REQUIREMENTS

1. Conditions

Quote prices only if merchandise can be obtained. We reserve the right to increase or decrease the quantities according to need. Quantities are for twelve (12) months, July 1, 2020, through June 30, 2021. The quantities are estimates and provided for information only; it is not guaranteed.

2. Firm Prices

- a. The bid period is from July 1, 2020 through June 30, 2021. If awarded vendor, at any time, is unable to honor contract prices on item(s), purchase obligations will not be binding and Orland Unified School District shall have the option to solicit and award new contract for said item(s) from a list of vendors established by the Orland Unified School District. Orland Unified School District shall have the discretion of terminating this contract upon thirty (30) days written notice as set forth in Section: Contractual Obligations #16 of this contract.
- b. Price changes must be based only on the fluctuations for the Marketing Area. The original quoted price will remain fixed for at least sixty (60) days and subsequent price changes will remain fixed for at least thirty (30) days. Requests for price changes must be submitted in writing to the Orland Unified School District, Student Nutrition Department for advance approval thirty (30) days in advance of any price increase.
- c. A response to any specific item of this bid with terms such as "negotiable," "will negotiate," or similar, will be deemed non-responsive to that specific item.

3. Product Specification

The vendor shall bid the portion size and pack quantity stated on the worksheet. **If the vendor chooses to bid an item that is different than what is stated, it must be indicated by a strikeout and addition of the specific portion size and pack quantity.** Vendors must be an authorized dealer for brand/s priced. Should any item requested be patented, or otherwise protected or designated by the particular name of the maker, and the vendor desires to price any item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified and the District provides its written approval. The vendor/s shall bear all costs of demonstrating to the District that the alternate product is equal to that specified. The District's decision regarding whether the alternate product meets the plans or specifications and needs of the District shall be final. If samples are requested by the District for this determination, they shall be submitted in accordance with Section: Contractual Obligations #1, except that they may be submitted after bid opening.

4. Deliveries

- a. Deliveries shall be made to a specified location at each school in the Orland Unified School District herein listed and any additional schools established by the district during the period of this contract, unless otherwise arranged with the Student Nutrition Manager.
- b. A minimum of two deliveries each week shall be made to the four schools listed below in section **RFP Requirements, 5. Points of Delivery**. Deliveries will be made between the hours of **6 a.m. and 10 a.m. on Monday and Wednesday** with the exception of holidays. The winning bidder will be supplied with a copy of Orland Unified School District's school calendar.
- c. Should the vendor be unable to make a delivery due to holiday or emergency, arrangements for an alternate delivery day shall be confirmed with the Student Nutrition Department.
- d. Deliveries shall be made using refrigerated trucks for frozen and refrigerated products. Frozen products shall be delivered in a frozen state. Refrigerated products shall be delivered at internal temperature of 41 degrees Fahrenheit or lower.
- e. Products not meeting the Orland Unified School District quality standards shall be replaced within 24 hours by the vendor at no additional cost or a full credit will be issued for the cost of the item/s returned. Replacement or a full credit will be left to the discretion of the District.
- f. Substitutions shall be rejected unless specific authorization by Orland Unified School District Student Nutrition Department is secured in advance.

5. Points of Delivery

Mill Street Elementary
835 2nd Street
Orland, CA. 95963

Fairview Elementary
1308 Fairview Street
Orland, CA. 95963

CK Price Intermediate
1212 Marin Street
Orland, CA. 95963

Orland High School
101 Shasta Street
Orland, CA. 95963

6. *No Minimum/Maximum Quantities, Order Charges, Fuel Charges or Limitations upon Number of Orders*

The District anticipates term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for orders. Unlimited orders within the term of the contract shall be allowed to the awarding District at prices quoted.

BASIS OF AWARD

1. It is the intent of the Board of Trustees of the Orland Unified School District to award the RFP on the basis of service, delivery, quality, price, adaptability for school food service use, and products in accordance with the specifications herein. Parties will be assigned a score based on this criterion:

- Up to 40 points based on price
- Up to 30 points based on service and delivery
- Up to 10 points based on references
- Up to 20 points based on quality/grade
- Up to 100 total

2. Orland Unified School District reserves the right to reject any and all quotations and to waive any formality in the bidding.
3. Orland Unified School District will award only one vendor.

CONTRACTUAL OBLIGATIONS IF AWARDED UNDER THIS RFP

1. *Samples*

Party may be required to submit samples of the RFP items upon request by the Student Nutrition Manager. Samples are to be furnished without cost to the school district.

2. *Sanitary and Quality Control Requirements*

- a. All products to be supplied shall be processed in a plant where a high standard of sanitation is always maintained. The plant must be adequately ventilated and must be above ground level. The successful contractor will be requested to furnish evidence of certificate of sanitation issued by the City and/or County Health Departments.
- b. All cartons must be properly sealed and free from leakage; cases/crates must be clean.
- c. All products shall have a readable code date.
- d. Dairy products shall have at least a ten day code date at time of delivery.
- e. Products bearing an expiration date/shelf life requirement shall meet the following requirements at time of delivery.
 - i. Semi-perishable items shall have a minimum of ten (10) days shelf life remaining.
 - ii. Non-perishable items shall have a minimum of thirty (30) days shelf life remaining.
- f. All products shall be free of off flavors or any other possible contamination.
- g. The vendor shall provide the District with quality USDA, FDA food products that have been inspected, tested, and certified. The vendor shall have quality control procedures in place that provide an unconditional guarantee of wholesomeness for every product sold. Vendor shall operate a HACCP compliant total quality control facility with established procedures that mandate inspection and quality for delivered products.
- h. The vendor shall have written procedures in the unlikely event of a product recall and shall provide recall notification, regardless of the level, in writing, through the most expedient method possible. An e mail to the Student Nutrition Manager is acceptable: sistepanyan@orlandusd.net. The notices at a minimum shall include a complete product description and/or identification; contract product delivery date; reason for recall; and disposition instructions. The vendor shall issue replacement product or full credit for any product removed or recalled. The District shall have the option of accepting either a replacement product or full credit in exchange for recalled/removed product.

3. *Billing*

- a. The vendor shall provide an invoice at time of delivery. The invoice shall fully itemize and show the contract rate for each item furnished and the total charge therefore.
- b. The vendor shall provide a statement at the end of the month to Orland Unified School District Student Nutrition Department 903 South Street, Orland, CA. 95963.
- c. Orland Unified School District requests that the vendor allow a quarterly audit of the purchased items by the district. A representative appointed by the Orland Unified School District Student Nutrition Manager shall conduct the audit.

4. Payment

Payment will be net 30 days from statement date. Any discounts, which the vendor desires to provide Orland Unified School District, shall be declared in the space provided and are subject to contractual agreement. Discounts for early payment will not be factored in the net cost of the bid proposal. Subject to cash discount of _____% ___ days.

5. Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of this package issued to suppliers for the preparation of their proposals and shall constitute a part of the contract documents. Any addendums to this RFP will be posted on [Orland Unified School District website](#) in the Student Nutrition Department tab and is the responsibility of the vendor to check website for addendums.

6. Execution of Contract

Issuance of a purchase order shall evidence the contractual agreement between the vendor/s and the District. The purchase order and the vendor/s acceptance of these RFP instructions and conditions shall constitute the contract documents (see Section #14 below).

7. Default by Bidder

The District shall hold the vendor/s responsible for any damage that may be sustained because of failure or neglect to comply with any terms or conditions listed herein.

If the successful vendor/s fails 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 thirty (30) days written notice to the vendor/s as set forth at Section #16 of this contract, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such a 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 vendor/s. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the vendor/s, deducted from any funds due the vendor/s, or

the District may seek relief in a court of competent jurisdiction.

8. *Modification of Contract*

This contract may be supplemented, amended, or modified only by the mutual written agreement of both parties. No supplement, amendment, or modification of this agreement shall be binding unless it is in writing and signed by both parties.

9. *Hold Harmless Clause*

The successful vendor/s agree/s to indemnify, defend and save harmless the District, its governing board, its 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, its officers, agents and employees may sustain or incur 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 the vendor's, its employees', agents' or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

10. *Force Majeure Clause*

Both the vendor and the District shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an 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.

11. *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.

12. *Governing Law and Venue*

In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Glenn County.

13. *Permits and Licenses*

The successful vendor and all of his employees or agent 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 the law.

14. Contract Documents

The vendor and the District agree that the Notice to Vendor/s, the Bid Instructions and Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

15. Cancellation Notice by Supplier

The Orland Unified School District requires a 30-day advance notice of cancellation of this contractual agreement by the supplier.

16. Cancellation Notice by Orland Unified School District

Orland Unified School District shall give a 30-day advance notice of cancellation, should any of the following problems occur that would require Orland Unified School District to seek a new supplier: problems with product quality or delivery service, problems with pricing, problems with supply/demand, problems meeting product specifications, problems with cost plus pricing audits.

17. Special Requirements

- Manufacture Product Specification
- Current Nutrition Fact Label for Product with Ingredients Listed
 - a. Attached to this bid is a listing of the items ordered by Orland unified School District.
 - b. The contractor is required to maintain a log/report of all quantities delivered for all products to the school sites. Contractor must provide these reports with individual site usage and total usage plus, month to date and year to date usage upon request by the Student Nutrition Department.

18. Piggyback Clause

For the term of the contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

19. Bid Extension

In accordance with Section 39644 of the Education Code, Orland Unified School District reserves the right to extend the contract up to a total contract term not to exceed three (3) years, subject to the approval of the vendor (successful bidder).

20. Emergency Response and Delivery System

- a. Vendor certifies they have the ability and capacity to provide emergency delivery services for food and supply orders. Orders that occur during an emergency such as fires, floods, earthquakes or other state or national disasters shall be delivered to the designated site/s within an eight-hour time frame.
- b. Vendor shall provide a minimum of one refrigerated truck for food storage to designated site/s for duration of the emergency situation.

21. Bid Opening

Bid packets will be opened on July 1, 2020 after 10 a.m. All bids received on or before 10 a.m. on July 1, 2020 will be reviewed, judged and awarded. The results will be presented for approval to the Orland Unified School District Board during the following board meeting after the bid end date. The results will be announced at that board meeting.

22. Required Documents: Each bidder must return with their proposal a fully executed:

- a. Suspension and Debarment Certification as required by Federal Regulation (7CFR 3017.110).
- b. Certification Regarding Lobbying and Disclosure of Lobbying Activities Forms as required by Federal Regulation (7 CFR 3018.110).
- c. Non-collusion Declaration as required by Public Contract section 7106.
- d. List of three customer references for similar products.
- e. Hard copy of original signed RFP Contract and bid pricing sheet.
- f. All documents must be received by the bid opening date and time: July 1, 2020 at 10 a.m.

COMPANY NAME:

ADDRESS:

PHONE #:

FAX #:

AUTHORIZED AGENT NAME:

AUTHORIZED AGENT SIGNATURE:

EMAIL:

DATE: