

**ROSEVILLE CITY SCHOOL DISTRICT**  
**Fresh Produce Bid 2019-20**  
**INSTRUCTIONS & INFORMATION FOR BIDDERS**

**1. PREPARATION AND SUBMISSION OF BID FORM**

RCSD invites bids on the form enclosed to be submitted no later than **10:00 A.M. Friday, April 26, 2019**. All blanks on the bid form must be appropriately completed. Each bid must be submitted utilizing the electronic bid process (NutriKids program). Bid pricing forms must be electronically submitted to Lori Jorgensen at [melazazy@rcsdk8.org](mailto:melazazy@rcsdk8.org). All other completed and signed forms may be submitted via e-mail or in a separate sealed envelope bearing on the outside "**Fresh Produce Bid 2019-20**". It is the sole responsibility of the bidder to ensure that the bid is received by **10:00 A.M. Friday, April 26, 2019**. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

**2. BID OPENING**

All bids shall be publicly opened at **10:30 A.M. Friday, April 26, 2019** at the:

ROSEVILLE CITY SCHOOL DISTRICT  
Food Services Department  
400 Derek Place, Suite D  
Roseville, CA 95678

**3. SIGNATURES**

Bids must be signed with the firm name and by an authorized officer, agent or employee. Obligations assumed by such signature must be fulfilled.

**4. MODIFICATIONS AND CORRECTIONS**

Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which is not specifically called for in the bid documents may result in rejection of bid as not being responsive to the invitation to bid. No oral or telephone bids or modifications shall be considered.

**5. WITHDRAWAL OF BID**

Any bidder may withdraw his bid personally or by written request at any time prior to the scheduled closing time for the receipt of bids.

**6. INTERPRETATION OF BID DOCUMENTS**

If any bidder finds discrepancies in, or omissions from the bid documents, he may submit to the Director of Food Services of the Roseville City School District a written request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each company that has been sent or picked up a bid packet. All addenda issued during the time of bidding shall be incorporated into the bid.

**7. AGREEMENT PERIOD**

It is anticipated that the Agreement to be awarded under this bid shall be effective **July 1, 2019**, through **June 30, 2020**.

**8. PRICES**

Bid each item separately. Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period with reasonable allowances for market fluctuations. Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to school district five cents) and must be preceded with thirty (30) calendar days written notification to the district whenever possible. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

**9. SAMPLES**

RCSD reserves the right to request samples of items bid prior to the award, if the bidder is bidding items/brands other than those specified or where no brand is indicated in the bid document. Samples are to be submitted to:

ROSEVILLE CITY SCHOOL DISTRICT  
Food Services Department  
400 Derek Place, Suite D  
Roseville, CA 95678

**10. BRANDS**

Brand names are included for descriptive purposes to indicate the quality, design, and utility desired, but the specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid.

Each bidder shall indicate the manufacturer's name and case pack of the brand(s) being bid and shall submit all samples in accordance with the SAMPLE provision of this bid.

**11. BID DOCUMENT**

The complete bid includes the following documents: Notice Inviting Bids, Instructions to Bidders, General Conditions, Non-Collusion Affidavit, Bid Form, Bidder Criteria Form, and Sample Printed Worksheet. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidders should fully acquaint themselves with the conditions and terms affecting the performance of the Agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section. Bids should be verified before submission, as they cannot be withdrawn after their opening.

**12. TAXES**

Purchaser will pay for state and local taxes. Do not include taxes on the bid form.

**13. DELIVERY**

All prices shall be quoted FOB destination. Destination shall be the site placing the order. No additional fees shall be charged for small orders. All shipments shall be accompanied by a delivery receipt. Purchase order number shall appear on all delivery receipts and invoices. All costs for delivery, drayage, insurance, freight or the packing of the said articles is to be borne by the bidder.

Failure to complete all deliveries within fourteen (14) calendar days from receipt of order shall be considered sufficient cause for default by vendor. Deliveries will be made by appointment only when requested. DELIVERIES REQUESTED BY APPOINTMENT ONLY AND NOT DELIVERED BY APPOINTMENT WILL BE SUBJECT TO REJECTION. The above listed information is to be reproduced on the vendor's Bill of Lading. Vendor will be responsible for all assessorial charges associated with the shipping of goods ordered due to failure to follow above listed shipping instructions.

**14. QUANTITIES**

Quantities shown are **estimated monthly** usage by the District for the duration of the bid. The District reserves the right to purchase more or less of the units specified. Each site will order in quantities best suited to their needs and storage facilities. Prices bid shall be firm for all sites and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities. (These quantities are not guaranteed for purchase by the district but are included for informational purposes.)

**15. MULTI-YEAR EXTENSIONS**

Subject to the provisions of pricing-terms of contract, and pursuant to Education Code, Section 81644, this bid may be extended (by mutual consent expressed in writing) for three (3) additional school fiscal years.

**16. BID FORM DIRECTIONS:**

- A. Bidder is required to use the Nutrikids spreadsheet template provided. The form will be emailed to the bidder to be electronically completed and submitted via the Nutrikids bid program. Bidders may contact Nutrikids at 1-800-724-9853 for free assistance in downloading the program from their web site and instructions for bringing their bid file into the program.
- B. Bidder is to enter brand/trade name code number and SKU (stock keeping unit) number in

appropriate columns of electronic Bid Form when one or more items are co-specified by District.

- C. Bidder is to enter contract pricing in the appropriate column of the spreadsheet.
- D. If distributor's SKU is different or unique as compared to manufacturer's SKU, distributor's SKU must be entered in appropriate column.
- E. Bidder is to complete requested information on Bid Form cover and final Bid Form page.
- F. Bidder is to submit all Bid Form pages, even those without responses.
- G. RCSD reserves the right to purchase additional units, at various quantities, under the terms and conditions provided in this bid. Bidders are to submit the unit price for each item bid, and are to enter this information in the column provided. A single unit price submitted on the bid response form shall be interpreted to be the price for any quantity amount ordered.
- H. All submitted quotes must provide at a minimum, all requested information in this bid document. **Any portion not included, without prior district approval, could be cause of elimination from the bid process.** Each response will be reviewed to determine if it is complete prior to actual evaluation. The information should be organized as indicated in the bid requirements. Any portions of the submitted bid, which are to be treated by Roseville City Elementary School District as proprietary and confidential information, must be clearly marked as such. Roseville City Elementary School District reserves the right to eliminate from further consideration any response, which is deemed to be substantially or materially unresponsive to the request for information, contained in this section.
- I. **RCSD reserves the right to reject any or all bids, in whole or in part, and to be the sole judge of the merits and qualifications of all bids and the products submitted as "equal" to the District's specifications and not necessarily accept the lowest price offered.**
- J. RCSD reserves the right to reject bids with multiple items per line item. Bidders submitting bids with more than one item per line item may be rejected on grounds of non-responsiveness or non-responsibility.

## 17. CONTACT WITH BOARD OF EDUCATION

No business entity, including any agent of such entity, shall directly or indirectly contact any board member immediately before or during the bidding process of any project on which the business entity intends to or has submitted a bid. Any vendor violating this policy shall be deemed disqualified from bidding. Should such contact come to light after the bid is awarded and the entity was deemed the successful bidder, the Board reserves the right to cancel any contract awarded.

## 18. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents 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 Sacramento County

## 19. ARBITRATION

All claims of \$375,000 or less which arise between the bidder and the District shall be subject to the settlement and arbitration provisions set forth in the public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.

## 20. BID PROTEST

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

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest.
- c. The party filing the protest must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue his or her own protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- h. A "business day", for purposes of this section, means a weekday during which the District's office is open and conducting business.

End of Instructions and Information for Bidders

## **GENERAL CONDITIONS**

### **1. AWARD OF AGREEMENT**

The soliciting district, Roseville City School District (RCSD) reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its specifications, or which are most economical and/or best suited for the purpose of acceptance for forty-five (45) calendar days after the bid opening date. The district reserves the right to award to one or more bidders.

It is the intention of the Roseville City School District to select the items to be purchased on an item-by-item basis wherever practical. However, the district reserves the right to combine items of like design and/or type to maintain uniformity.

The Roseville City School District further reserves the right to not necessarily purchase all items and/or quantities listed in the bid documents. The quantities listed are estimates of the needs of the Roseville City

School District and may be adjusted to meet the actual needs, when determined.

## **2. PRICES**

Prices must be stated in the units specified and remain firm for all orders placed during the Agreement Period with reasonable allowances for market fluctuations . Price increases may only be on a pass through basis, (i.e., increase to distributor five cents, increase to the district five cents) and must be preceded with thirty (30) calendar days written notification to RCSD whenever possible. All price increase requests must be accompanied by written proof of increase by suppliers. Products ordered prior to price increase and calling for immediate delivery will be billed at original price regardless of delivery date.

## **3. PLACEMENT OF ORDERS**

Orders shall be issued directly to the vendor by the RCSD warehouse and school sites, commencing from bid award (July 1, 2019 through June 30, 2020).

## **4. SUBSTITUTIONS**

All substitutions must have prior approval by the Roseville City School District. Substitutions for awarded items must be delivered at or below awarded price.

## **5. ORDER LIABILITY**

Any liability created by an order issued against this agreement shall be the sole responsibility of the participating school district placing the order.

## **6. DISCOUNTS**

In connection with any discount offered, the discount period shall begin on the date the correct invoice is received and end when final approval of payment as authorized.

## **7. INVOICES**

Invoices shall be submitted to the RCSD warehouse at 400 Derek Place, Suite D, Roseville, CA 95678 and shall contain the following information: purchase order number, item number, item description, quantity, unit price, extended totals, and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause delay in payment. Payment shall be made on partial deliveries accepted by the RCSD warehouse and school sites.

## **8. DELIVERY SCHEDULE**

After receiving written notification of award, each successful bidder shall be required to commence with the delivery of all items which they have been awarded immediately after receipt of a district purchase order. Failure to complete all deliveries within fourteen (14) calendar days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

## **9. DELIVERY INSTRUCTIONS**

All items ordered under this agreement shall be delivered via clean, well-maintained, refrigerated (as required for safe transport of perishable and/or frozen products) vehicles.

All items ordered under this agreement shall be delivered FOB destination to the locations specified as follows:

RCSD Central Warehouse  
400 Derek Place  
Roseville, CA 95678

Buljan Middle School  
100 Hallissy Drive  
Roseville, CA 95678

Cooley Middle School  
9300 Prairie Woods Way  
Roseville, CA 95747

Eich Intermediate School  
1509 Sierra Gardens Drive  
Roseville, CA 95661

Antelope Crossing Middle School  
9200 Palmerson Drive  
Antelope, CA 95843

Silverado Middle School  
2525 Country Club  
Roseville, CA 95747

Creekview Ranch Middle School  
8779 Cook Riolo Road  
Roseville, CA 95747

Barbara Chilton Middle School  
4501 Bob Doyle Drive  
Roseville, CA 95747

#### 10. INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Vendor at no additional cost to the participating districts. Failure to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default. **All substitutions must have prior approval by the Roseville City School District.**

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, and processing. Inspection shall be the responsibility of the school district and unacceptable products shall be replaced by the bidder at no cost to the school district. Failure to replace said items within ten (10) calendar days from receipt of such request shall be considered sufficient cause for default.

#### 11. DEFAULT

Roseville City School District, by written notice of default to the Vendor, may terminate the whole or any part of their order under this Agreement if:

- A. The Vendor fails to make delivery within the time specified herein.

OR

- B. The products received are of inferior quality and not the same as specified or shown at the sampling. These items shall be returned at the seller's cost. Seller shall arrange for pick up after written notification by the district. Seller shall be responsible for cost of replacement if Purchaser deems it necessary to procure suitable substitute items from supplier other than original seller. Purchaser may hold inferior items until delivery of suitable items and cost of replacement are suitably concluded.

OR

- C. If the successful bidder fails or neglects to furnish or deliver any equipment, products, materials or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of this bid document in its entirety, the District reserves the right to purchase the items herein specified from another vendor, after providing the vendor with a ten (10) calendar day cure period. All additional costs or expenses incurred by reason of the failure of the successful bidder, as above stated, shall be paid by such bidder and his sureties, if any. The price paid by the district shall be considered the prevailing market price at the time such purchase is made. In the event that Roseville City School District terminates its orders in whole or in part, the district may procure supplies or services similar to those so terminated from other sources, and the Vendor shall be liable to the Roseville City School District for any additional costs for such similar supplies or services.

The Vendor shall not be liable for any excess costs if the failure to perform under this Agreement arises out of causes beyond their control.

Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of any of the participating school districts or anyone employed by them, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Normal price increases are excluded from this section.

The Vendor shall be required to deliver all supplies or services under this Agreement which is not terminated.

## 12. QUANTITIES

Quantities shown are ***estimated*** usages of the districts for the bid period. ***The district reserves the right to purchase more or less of the units specified. Each site will order in quantities best suited to their needs and storage facilities.*** Prices bid shall be firm for all sites and shall not increase or include shipping or any additional handling fees for sites ordering in small quantities. ***(These quantities are not guaranteed by the district and are included for informational purposes only.)***

## 13. BIDDERS DISCLOSURE INFORMATION

All disclosure, certification and non-collusion forms or affidavits contained in this bid must be completed and submitted prior to the final award.

End of General Conditions

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

*Notary not required*  
(Public Contract Code Section 7106)

\_\_\_\_\_, states that he or she is the  
(Name)  
\_\_\_\_\_  
(Title) of \_\_\_\_\_  
(Contractor) the party making

the foregoing bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid 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.

\_\_\_\_\_  
Signature of Representative of Bidder

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Date: \_\_\_\_\_

***Roseville City School District  
Fresh Produce Bid Form***



**Bid Closing Date:** 10:00 A.M. Friday, April 26, 2019  
**Bid Closing Site:** Roseville City School District, Food Services Department

**To:** Director of Food Services

- 1) Pursuant to and in compliance with the Notice Inviting Bids, Information for Bidders, General Conditions, Bid Form, Addenda, if any, and other documents relating thereto, the undersigned bidder, having familiarized him/herself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposed and agrees to perform, within the time stipulated everything required in this bid for the amount herein set forth.
- 2) This bid shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.
- 3) Bidder shall complete and sign the provided Non-Collusion Affidavit (notary not required) and include it with bid response.

**Name of Firm**

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**Address**

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\_\_\_\_\_, the \_\_\_\_\_,  
(Name) (Title)

of the bidder, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the bidder in connection with the RCSD Food Service Fresh Produce Bid 2019-20, and all representations herein made, are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (County)

**END OF BID**