



# **Nutrition Services Request for Proposal Refrigerated Food Delivery Truck**

**Arnold Preciado, Asst. Supt. Business Services  
Erika Allen, Director of Child Nutrition  
Central Union High School District  
351 Ross Avenue  
El Centro, California 92243  
(760) 336-4261**

Nutritional Services  
Refrigerated Food Delivery Truck  
Request for Proposals 2021- #02

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Central Union High School District  
351 Ross Ave.,  
El Centro, CA 92243  
T: 760/336-4261 \* F: 760/352-2134



**Bidder Information Sheet**

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

Attention: Arnold Preciado, Assistant Superintendent, Business & Support Services

Fax # (760) 352-2134

Re: Nutrition Services Food Delivery Truck

Proposals are available on-line at <http://www.cuhsd.net/Departments/Nutrition-Services/index.html> . If you download a Bid/Proposal, you are required to fax the following information to (760) 352-2134 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 [arnold@cuhsd.net](mailto:arnold@cuhsd.net)

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**NOTICE TO BIDDERS**  
**REQUEST FOR PROPOSAL (RFP)**

The Central Union High School District is requesting proposals for one (1) Refrigerated Food Delivery Truck.

**Submission Deadline:**

Proposals must be received prior to **2:00 p.m. on December 1, 2021**. Bids must be submitted in a sealed envelope, marked with the title “**Refrigerated Food Delivery Truck**”, and returned to:

Central Union High School District  
ATTN: Arnold Preciado  
351 Ross Ave.  
El Centro, CA 92243

RFP’s received later than the designated time and specified date will be returned to the bidder unopened. **Facsimile (FAX) or electronic copies will not be accepted.**

The District reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the District as non-responsive. The District reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the District or has failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All information required by the RFP must be supplied to constitute a responsive proposal.

The RFP sets forth relevant information regarding the detailed and specific information about the vehicle specifications, submission requirements and selection procedures. The RFP document will be available for pick up at the District Office, 351 Ross Avenue, El Centro, CA 92243 beginning at 10:00 a.m. (PST) on Tuesday, November 16, 2021 or it may be downloaded from the District's Website at <https://www.cuhsd.net/Departments/Business--Support-Services/Facilities-Developer-Fees-Reports-Forms--Plans/index.html> . Refer any questions to: Arnold Preciado, Asst. Superintendent, Business Services, e-mail: [arnold@cuhsd.net](mailto:arnold@cuhsd.net).

All questions related to the RFP shall be made in accordance with the RFP document and are due no later than November 23, 2021 by 4:00 p.m. (PST), via e-mail to [arnold@cuhsd.net](mailto:arnold@cuhsd.net). Phone calls will not be accepted. The District expects to respond to all questions by 4:00 (PST) on Wednesday, November 24, 2021. The District will post a copy of all questions received and answers on the District’s website at the website listed above.

Published: Nov. 16,  
2021 and Nov. 23, 2021

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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.

**Required items**

|   |            |                          |
|---|------------|--------------------------|
| Bidder Information Sheet                  | page 3     | <input type="checkbox"/> |
| Bidder's Checklist (this form)            | page 5     | <input type="checkbox"/> |
| Service Level Agreement                   | Page 13    | <input type="checkbox"/> |
| Proposal Price Sheet (Attachment "A")     | page 21    | <input type="checkbox"/> |
| Specification Variance Form (If required) | page 22    | <input type="checkbox"/> |
| Vendor Contact Information                | Page 23-24 | <input type="checkbox"/> |
| Non-Collusion Declaration                 | page 25    | <input type="checkbox"/> |
| Suspension and Debarment Certification    | page 26-27 | <input type="checkbox"/> |
| Authorized Vendor Signature               | page 28    | <input type="checkbox"/> |

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**GENERAL TERMS AND CONDITIONS**

**General** - This information to Bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

**Proposals** - To receive consideration, proposals shall be made in accordance with the following instructions:

**Deadline for Receipt of Proposal** – Proposals must be received prior to **2:00 p.m. on December 1, 2021**. Envelopes containing a Bid must be sealed, prominently marked with the title “**Refrigerated Food Delivery Truck**” submitted to:

**Central Union High School District  
351 Ross Avenue  
El Centro, California 92243  
Attn: Arnold Preciado, Asst. Superintendent**

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

1. **The Proposal** – 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 proposals will not be accepted.
2. **“FAX” or electronic proposals** – Facsimile or electronic proposal packets will not be accepted.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being proposed/bid. Responsive; a bid which meets all of the specifications set forth in the request for proposal/bid.
4. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the proposal the name and nature of its legal entity and any fictitious name under which it does any business. 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. **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.
7. **PRICES** – Proposers are encouraged to submit the most competitive pricing possible to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. During the period of deliveries under a resulting contract, should there be a decrease in

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prices of the items listed therein, 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 herein.

Prices should be typed and shown as instructed on **Attachment A** of the bid form.

8. **ACCEPTANCE OR REJECTION OF BIDS** – The District reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the District as non-responsive. The District reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the District or has failed to perform faithfully any previous contract with the District or with other governmental jurisdictions. All information required by the RFP must be supplied to constitute a responsive proposal.

Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the proposal submittal deadline opening.

9. **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 proposal. 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.
10. **AWARDS** – The District reserves the right of determining which proposal meets or does not meet the specifications. Further, the Board of Education reserves the right to accept or reject any or all proposals and to waive any informality in the bidding.
11. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District(s) and the bidder's acceptance of these Bid Instructions and Conditions.
12. **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 designated by the Districts as specified in the bid form.

The acceptance by the District of late performance, with or without objection or reservations, shall not waive the right to claim damage for such breach, and shall not constitute a waiver of the requirements for the timely performance of any other bidder obligation.

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Unless otherwise specified, all goods are to be shipped FOB destination, freight prepaid and allowed, and unloaded to the dock.

Regardless of FOB point, bidder(s) agree(s) to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release bidder(s) from any obligation hereunder.

13. **DEFAULT BY CONTRACTOR** – The District(s) 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 Districts, individually or as the Cooperative, 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(s) from the bidder, or deducted from any funds due the bidder.
14. **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 Imperial County School Food Service Cooperative 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 Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
15. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices for materials delivered or services performed under the contract. Invoices will be delivered to the Central Union High School District office upon delivery as listed in the RFP. Invoices shall be submitted under the same firm name as shown on the bid. Payment terms will be net for thirty (30) days from the last day of the billing month. Specify any additional terms or incentives for prompt payment.

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.



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16. **“BUY AMERICAN” PROVISION** – Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

**MISCELLANEOUS PROVISIONS:**

**A. 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.

**B. Binding Effect** – This Agreement shall ensure to the benefit of and shall be binding upon the Contractor and Districts and their respective successors and assigns.

**C. 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.

**D. 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.

**E. Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the 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 read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**F. Force Majeure Clause** – The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, shortage, transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing. In such cases, however, satisfactory evidence thereof must be presented.

**G. Hold Harmless Clause** – The awarded vendor shall hold harmless and indemnify, the Imperial County School Food Service Cooperative, the School Districts (attachment B), 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 endure 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.

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**H. 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.

**I. 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 Imperial County.

**J. 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.

**K. Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications, the bid and its acceptance by the District, 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.

**L. Outside of the Nutrition Services Department:** The selected vendor is prohibited from selling or providing items to District schools outside of this contract without the written consent of the Nutrition Services Department. The Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

**M. 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.

**N. Equal Opportunity Employer / Federal Non-Discrimination Statement:** 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

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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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

The District intends to award to the responsible proposer whose proposal is most advantageous to the District's program(s) with price having the most weight and other factors considered.

| Criteria                    | Points     |
|-----------------------------|------------|
| Pricing                     | 50         |
| Food Safety (NSF Certified) | 40         |
| Local Sourcing              | 10         |
|                             |            |
| <b>Total Points</b>         | <b>100</b> |
|                             |            |

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposing firms/ individuals to allow corrections of errors or omissions. The District reserves the right to verify any information contained in the proposals including references.

**O. Protest Procedures.** All protests shall be in writing and be delivered to CUHSD District Office, 351 Ross Ave., El Centro, CA 92243, attention Arnold Preciado. A protest of an award shall be filed within five days of Award Notification Letter date.

Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid is upheld, is eligible to submit a protest.

A protest shall include:

- The name, Address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the proposal and the Bid #;

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- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested

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**Agreement**  
**Food Delivery Truck**

Agreement: Below are the details of the expectations from the successful bidder upon receiving the award for this bid. Successful bidder must understand and agree to the following if they are to enter into an agreement with Central Union High School District. It is very important that the Bidder understands that the District's bid not only includes the purchase of products, but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

**Specifications of Truck (Or Equivalent Other)**

Truck, medium duty, conventional cab with refrigerated body (24') and liftgate.

Freightliner M2 I 06, 2019 or equal.

GVWR: 24,000 lbs. (maximum), automatic transmission, turbo intercooled.

Please provide a bid for a gasoline fuel engine. If not available, a diesel fuel vehicle may` be considered. Also provide a proposal for used vehicles. Used vehicle to be no more than 50,000 miles and must be a 2019 model year or newer engine.

Engine must meet the Federal Environmental Protection Agency and California exhaust regulations.

Cab and body color: Solid color, natural white.

**ENGINE AND MECHANICAL:**

**AXLES:** 12,000 lb front axle & front spring suspension (oil lubricated type). Taper-leaf springs shock absorber (front spring). Rear - 21,000 lb rear suspension, rear shock absorbers (synthetic fluid).

**CHASSIS  
EQUIPMENT:** 270" Wheelbase

**BRAKES:** Full air brake chassis, parking brake. Service brakes - Full air, dual circuit, "S" cam type, leading and trailing shoes, with automatic adjustment and antilock brake system (ABS). Parking - spring brake acting on rear wheels.

**ENGINE:** Manufacturer recommended regular fuel engine for this truck's specifications. If not available, provide truck specifications with a diesel fuel engine.

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**AIR CLEANER:** Paper filter type.

**ALTERNATOR:** 12-volt, 130 amp.

**BATTERY:** Dual Battery system; 2-2250 CCA, 12-volt maintenance free batteries.

**TRUCK SPECIFICATIONS:**

**EXHAUST SYSTEM:** Horizontal exhaust system.

**FUEL TANK:** 80 gallon aluminum fuel tank.

**DEF TANK:** 6 gallon. (If applicable)

**TRANSMISSION:** Allison 2500 HS automatic.

**STARTER:** 12-volt

**INTERIOR FEATURES:**

**AIR CONDITIONING:** Standard.

**CRUISE CONTROL:** Standard.

**DOMELIGHTING:** Interior dome lamp is activated by both doors.

**DOOR:** Arm rest on each door and power door locks.

**FLOOR MATS:** Rubber mat.

**GAUGES:** Must come with all standard gauges (no warning lights except where included with gauge warning systems) and instruments. Seat belt warning. Check engine light. And shall have a transmission temperature gauge. All warning systems must be visible and audible.

**RADIO:** AM/FM radio with clock. Blue tooth capable preferred. Hands-free calling system

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|                               |  |
|-------------------------------|--|
| <b>SAFETY KIT:</b>            | Fire extinguisher, 2-1/2 lbs (Amerex) and triangle kit.  |
| <b>STORAGE COMPARTMENTS:</b>  | Two storage consoles and cup holders.  |
| <b>STEERING COLUMN:</b>       | Tilt and telescopic with lock adjustability.   |
| <b>SUNVISORS:</b>             | Driver and passenger, padded vinyl covered.  |
| <b>SEATS:</b>                 | Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension. 2-man tool box mid back non suspension passenger seat. |
| <b>AIR SEAT BLOW GUN KIT:</b> | With two nozzles.  |

**EXTERIOR FEATURES:**

|                           |  |
|---------------------------|--|
| <b>BACK-UP ALARM:</b>     | Approximately 97 decibel.  |
| <b>DOOR GLASS:</b>        | Power windows.   |
| <b>HEADLAMPS:</b>         | Daytime running lights.  |
| <b>HORN:</b>              | Electric horn.   |
| <b>MIRRORS:</b>           | West coast style heated exterior mirrors. Approximately 7" x 16", stainless steel.<br><br>Spot mirrors, outside passenger side and driver side, 8".<br><br>Fender mounted convex mirror, passenger side only (refer to Exhibit A). |
| <b>WINDSHIELD:</b>        | Laminated tinted glass.  |
| <b>WINDSHIELD WIPERS:</b> | Standard.  |
| <b>WHEELS:</b>            | 6 wheels, 22.5" x 8.25".   |
| <b>TIRES:</b>             | 6 tires, 295/75R22.5, 14 ply.  |

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**SPARE TIRE  
AND WHEEL:** 295/75R22.5, 14 ply, 22.5" x 8.25" wheel, not mounted.

**MINIMUM ACCEPTABLE WARRANTY**

**BASE:** 2 years unlimited mileage or standard bumper-to-bumper.

**AUTOMATIC  
TRANSMISSION:** 3 years unlimited mileage.

**EMISSION  
CONTROL:** 5 years or 100,000 miles whichever comes first.

**ANTI-CORROSION  
PERFORATION:** 4 years.

***BIDDER TO INCLUDE COMPLETE WARRANTY STATEMENT IN THE PLACE PROVIDED ON THE BID SCHEDULE PAGE AND/OR ATTACHED TO THEIR BID.***

***BIDDER TO STATE COST OF EXTENDED ENGINE AND TRANSMISSION WARRANTIES AVAILABLE THROUGH MANUFACTURERS***

**BODY SPECIFICATIONS**

Refrigerated Body to fit truck chassis as specified.

The specifications contained herein are intended to be used to identify the needs of the District. **The specifications are not meant to be restrictive.** Truck body specified: **General Truck Body or equivalent other.**

**DIMENSION:** 288" (24ft) LID x 102" W OD (95" ID) x 94"H ID

**GENERAL:** Aluminum insulated van body with Kemlite Lining, aluminum diamond plate floor.



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**SIDE AND FRONT  
PANELS:**

0.040 full hard grade pre-painted white aluminum panels, Z Posts@ 16" Center.

**POSTS**

**(EXTERIOR):**

Polished stainless steel comer posts with cast aluminum comers.

**BODY (FRONT):**

Shall include radius air flow.

**ROOF:**

Shall be smooth, one piece, .040 thick, satin finish, aluminum skin stretched over arched anti-sag roof bows at 24" apart. Skin shall be externally riveted around entire perimeter of roof with solid aluminum rivets.

**DOOR FRAMING  
(REAR END):**

Stainless steel door frame.

**INSULATION:**

Foam, polyurethane, 3" at sides, front and ceiling. 4" in floor (R factor of 7-1/2 inch).

**FLOOR:**

Shall be 1/8" aluminum diamond plate floor with 12"H cove up smooth aluminum kick plates front & sides. Sub-floor to be 1-1/8" hardwood.

**REAR DOOR:**

Shall be 1-1/8" insulated roll-up rear door Todco Polar Guard Roll-up rear door or equal. The door shall have an inside release. The door shall have twin cables and H. D. ball bearing rollers.

**GRAB HANDLE:**

Mounted on rear exterior of body on both sides. Submit product specifications to include description with the bid. (Refer to Exhibit B)

**CARGO LIGHTS:**

Shall have two recessed LED dome lights with cab and rear (inside of body switches, and indicator light in cab.

**CARGO RAIL  
SYSTEM:**

Three rows of galvanized "E-track" to be surface mounted horizontally on the side walls and the front bulkhead. Two rows flushed (recessed) mounted galvanized vertical E-track in floor. Exact locations of tracks to be verified after bid award.

**BACK-UP**

**CAMERA:**

Heavy duty, waterproof rear view camera with minimum 7" color monitor. Ultra-wide 130° viewing angle. Installed.

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**CURTAIN  
SYSTEM:**

Full width and height of rear door. Made with Vinyl material, USDA/FDA accepted and non-toxic. Weighted bottom to prevent "sailing". 2'X4' clear vinyl window that lets light in and allows driver to see out. Installed with center split with gliding track system to provide easy access and adjustment. Gliding track system to run the entire length of refrigerated body with a 90° curve along both sides of track system located at 5', 10', 15', and 20' to allow for curtain customization. To withstand temperature range of -55°F to +200°F.

**Insulated Transported Products Universal Curtain series or equal. (Please see Exhibit A)**

BIDDER TO PROVIDE A MINIMUM TWO-YEAR WARRANTY ON MATERIALS, WORKMANSHIP AND LABOR ON THE TRUCK BODY.

**LIFTGATE SPECIFICATIONS**

Liftgate, heavy duty construction, with anti-skid aluminum platform area. Reinforced platform for forklift operation with high visibility LED warning lights and a lighted dash-mounted on/off switch to control the platform lights. 4,400 lb capacity. 60" x 94". **Palfinger/Interlift Model ILK-44 Cantilever or equivalent other.**

**TO INCLUDE:**

Bushings and zerks at all pivot points  
Large ground rollers on platform  
Three-piece rear impact guard  
Thermo protected fully enclosed Power Pack pre-installed, wired and filled with high-grade hydraulic fluid.  
105 degree tilting platform  
(4) Cylinder design with hydraulic locks on cylinder ports  
Cab shut off switch  
Hydraulic cylinder locks  
150 AMP circuit breaker  
Solid state programmable control system  
True level ride with ground tilt  
Automatic leveling  
Low maintenance bushings

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Must have dual cart stops (spring loaded).

Liftgate to have outside controls mounted at the right rear of the body reachable from ground level and a hand held remote mounted inside the body at the right rear. Plugged-in not hard wired. Provide a spare plug-in controller.

A dash mounted power shut-off safety switch for liftgate to be included.

Supply and install two auxiliary batteries, 950 CCA Group 31, underneath the truck at the desired location. Battery will be housed in a custom designed lockable bracket and an isolator will be included.

**Bidder to provide a minimum two year warranty on Liftgate.**

**If other than specified make/model of liftgate is offered, such liftgate must be approved prior to bid opening.**

**REFRIGERATION UNIT SPECIFICATIONS**

**Carrier Transicold Supra model 760, or equal.**

Includes aluminum cab walk and steps for ease of servicing unit.

Unit uses R-404A refrigerant. Substitution of refrigerant must be approved prior to bid opening.

Refrigeration unit must be capable of holding cargo at 35 degrees Fahrenheit with a 100 degree Fahrenheit outside ambient temperature.

Unit to be powered using fuel used to power vehicle with standby electrical system. **Fuel supply must originate from vehicle fuel tank.** 20,000 BTU Rating.

Unit to have engine hour meter, full diagnostics, and microprocessor temperature control with digital readout.

Unit should have its own battery separate from the truck's battery.

Refrigeration unit must be California Air Resources Board Compliant for TRUs.

**TO INCLUDE:**

2-Cylinder Compressor

Automatic Defrost Control.

Automatic Hot-Gas Heating System

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Automatic Start/Stop Fuel Saving System

Display Indicators

- Start/Stop-Out of Range

- Cool-Heat Defrost

Durable Lightweight and Damage-Resistant Composite Skins

Extended-Life Antifreeze

Heavy-Duty Dry Air Cleaner

High and Low Refrigerant Pressure Protection

High-Power 70-Amp Alternator

Low Engine Oil Protection

Microprocessor Control System

- In-Cab Remote Control with Digital Temperature Monitor and Critical Cargo Alarms to eliminate the need for driver to climb up to the unit to start or stop system.

- Main On/Off System Power Switch

- Automatic Pretrip System

- Lighted cab command keys

Spin-On Fuel and Lube Oil Filters

Maintenance-Free Evaporator Fan Motors

Three-Way Refrigeration Valve System

**Minimum acceptable warranty: One-year warranty full coverage and two years on major components.**

**Prospective bidders shall ensure that any vehicle including all accessories, offered by them in response to this bid shall not exceed allowable height, width or weight requirements of the Vehicle code of California.**

By signing below, you agree to provide the above level service to the Central Union High School District.

\_\_\_\_\_  
Company Name (Print or Type)

\_\_\_\_\_  
Authorized Company Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**PROPOSAL PRICE SHEET**  
(ATTACHMENT A)

Refrigerated Delivery Truck, as per bid specifications contained herein:

\$ \_\_\_\_\_ x 1 = \$ \_\_\_\_\_

Note: Above prices to include labor, material, warranties, taxes – including sales tax – and any and all other fees. Prices are to be firm, fixed prices. Price shall be FOB Central Union High School District.

If an order is placed, Refrigerated Delivery Truck shall be delivered to Central Union High School District \_\_\_\_\_ weeks after contractor’s receipt of District’s purchase order.

Bidder shall state Chassis make and model offered: \_\_\_\_\_

Bidder shall state Truck Body make and model offered: \_\_\_\_\_

Bidder shall state Lift Gate make and model offered: \_\_\_\_\_

Bidder shall state Refrigeration Unit make and model offered: \_\_\_\_\_

Variances

How many variances are proposed? \_\_\_\_\_

Is a “Specification Variance Form” enclosed with this bid for each variance being submitted?

Yes

No

Are the current literature and specifications clearly describing vehicle chassis, truck body, lift gate, and refrigeration unit enclosed with this bid as required?

Yes

No

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## SPECIFICATION VARIANCE FORM

A SEPARATE FORM MUST BE SUBMITTED FOR EACH VARIANCE

When a particular brand or brand and number is named in connection with any item, it is named as a standard of quality, utility, and function. A bidder may bid on an equivalent item, but the item offered by the bidder must state in the bid form the brand with its number, if any, which he will furnish. Complete specifications for the equivalent item must be submitted with the bid or the bid will be considered non-responsive. The District shall be the sole judge of whether a proposed equivalent item is the equal of the item specified in the bid. If the bidder does not identify an equivalent item, it is understood that he will provide the brand and model number specified in the bid. The district reserves the right to waive minor variations in specifications, evaluate bid offerings and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's opinion shall be final.

COMPANY NAME: \_\_\_\_\_

ITEM SPECIFIED IN THE BID

BID PAGE NUMBER: \_\_\_\_\_

BID PARAGRAPH OR SECTION NUMBER: \_\_\_\_\_

MANUFACTURER SPECIFIED (IF ANY): \_\_\_\_\_

MODEL NUMBER SPECIFIED (IF ANY): \_\_\_\_\_

TECHNICAL DESCRIPTION SPECIFIED: \_\_\_\_\_

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

PROPOSED VARIANCE

INCLUDE ALL INFORMATION NECESSARY TO SUBSTANTIATE EQUIVALENCY TO THE BID SPECIFICATION

MANUFACTURER (IF ANY): \_\_\_\_\_

MODEL NUMBER (IF ANY): \_\_\_\_\_

TECHNICAL DESCRIPTION (ALSO ATTACH ANY APPROPRIATE MANUFACTURER'S LITERATURE, ENGINEERING DRAWINGS, AND PERFORMANCE DATA:

BIDDER MAY REPRODUCE AS MANY COPIES OF THIS PAGE AS REQUIRED

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**VENDOR CONTACT INFORMATION (ATTACHMENT B)**

The following information is required when submitting a response to this solicitation.

Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: \_\_\_\_\_

DBA OR BUSINESS NAME (IF DIFFERENT) \_\_\_\_\_

ADDRESS OF BUSINESS

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

LEGAL NAME OF BUSINESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

TOLL FREE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

BUSINESS FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_

(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

CUSTOMER SERVICE REPRESENTATIVE: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

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FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

BILLING QUESTIONS CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

CELL PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_



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ATTACHMENT C:

**NONCOLLUSION 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 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

**Nutritional Services  
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**SUSPENSION AND DEBARMENT CERTIFICATION (ATTACHMENT D)  
U. S. DEPARTMENT OF AGRICULTURE**

**INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)**

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS – next page)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Central Union High School District

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Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

---

Printed Name

Title

---

Signature

Date

# Nutritional Services Refrigerated Food Delivery Truck Request for Proposals 2021- #02

## INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

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**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.

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|      |                 |                    |
|------|-----------------|--------------------|
| Date | Signature/Title | Type or Print Name |
|------|-----------------|--------------------|

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|                 |         |                |
|-----------------|---------|----------------|
| Name of Company | Address | City and State |
|-----------------|---------|----------------|

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|           |                  |            |
|-----------|------------------|------------|
| Area Code | Telephone Number | Fax Number |
|-----------|------------------|------------|

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Federal Tax Id Number

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**EXHIBIT A**

