

Pleasanton Unified School District



Request for Proposal For Warehouse Refrigerated Trucks-

RFP 2021-22.07

Request for Proposal Issued:	1/28/2022
Questions due to purchasing@pleasantonusd.net	2/9/2022
Proposals due to purchasing@pleasantonusd.net	2/17/2022
Potential vendor interviews	2/23/2022
Potential contract award by Board of Trustees	3/24/2022

Pleasanton Unified School District
Purchasing Department
4750 First Street
Pleasanton, CA 94566
purchasing@pleasantonusd.net

January 28, 2022

Notice is hereby given that the governing board ("Board") of the Pleasanton Unified School District ("District" or "PUSD") will receive electronic proposals for the following:

WAREHOUSE REFRIGERATED TRUCKS

Electronic proposals shall be submitted to the Purchasing Coordinator, Pleasanton USD, purchasing@pleasantonusd.net on or before 2 PM on Feb 17, 2022 (2/17/2022)

The District will post any addenda to this RFP on our website at:

<http://go.pleasantonusd.net/bids>

Proposers are responsible for checking this page for additional information prior to submitting responses. The District will not consider or accept any proposals from contractors or their subcontractors who do not possess all appropriate and required licenses or other permits to perform the work identified in this document. The Proposer's license(s) must remain active and in good standing throughout the term of any contract or agreement that may be executed.

Vendors who wish to be considered as a service provider to the District may submit proposals. Each proposal must conform and be responsive to the requirements outlined in this document.

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[Attachment 1](#)

Vendor Contact Information

1.0 Introduction

1.1 Requested Solution

The Pleasanton Unified School District (District) is soliciting proposals for two (2) engine-driven refrigerated trucks (NOT self-contained refrigeration).

1.2 Introduction to District

The District is a mid-sized K-12 school district located in Alameda County, northern California. Enrollment is approximately 15,000 students in 15 schools: two comprehensive high schools, one alternative high school, three middle schools and nine elementary schools. Pleasanton's population is approximately 85,000 citizens.

1.3 Reservation of Rights

The District reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. The District reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process. The District reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the District website (<http://go.pleasantonusd.net/bids>). In the event the District shall modify any portion of the RFP documents pursuant to the foregoing, the proposal submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

The District reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

The District shall have the right to negotiate any and all of the final terms and conditions of any Agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights. This RFP is solely a solicitation for Vendor qualifications and proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between the District and any Vendor; (ii) create any obligation for the District to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this RFP. These provisions of law and any clause

required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

1.4 Indemnification and Hold Harmless

Vendor will indemnify, defend and hold harmless the District, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

1.5 Public Records Requests

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of the District and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The District's use and disclosure of its records are governed by this Act. The District will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. The District will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will the District be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the District's discretion, be deemed non-responsive; and such information shall be deemed public records.

The District will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless the District in such litigation.

The District reserves the right to withhold information for review by competitors until after it has completed its evaluation.

1.6 Covenant Against Gratuities

Vendor warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, the District shall have the right to terminate the 17 contract, either in whole or in part, and any loss or damage sustained by the The District or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of the District or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement

2.0 Proposal

2.1 Instructions to Vendors

All Proposals shall be submitted on the attached Proposal Form, provided as [Attachment 1](#) **and the company's own format with all extensive details (two types)**. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirements in this section may be cause for the Proposal to be rejected.

Vendor shall submit a Proposal Form with all information requested. The Proposal should be as clear, complete, and consistent as possible. All sections must be addressed.

In addition to responding to the defined minimum requirements, the District encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal.

Vendor's proposal should be constructed to provide a complete picture of the features of the proposed solution, the Vendor's qualifications to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of the District's minimum requirements, as well as the additional information submitted by Vendors to depict their complete solutions. Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

2.2 Format of Proposals

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor qualifications to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The person signing verifies that he/she is authorized to submit the proposal and bind Vendor to provide the products/services listed in the Proposal and any Purchase Agreement(s).

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal, and the attribute, which is a condition or capability of a requirement of this RFP.

2.3 Pricing

Purchases made pursuant to this RFP may include refrigerated truck and all required components for the ongoing maintenance and use of the trucks.

Proposed pricing shall be valid for a period of 2 months (60 days) following the proposal due date.

2.4 Vendor Minimum Qualifications

Vendors should be a company/dealer with a track record of at least three (3) years in selling refrigerated trucks.

2.5 Evaluation, Interviews and Vendor Presentations

The District reserves the right to

- 1) conduct in-person interview(s) and/or require formal presentation(s) for all or a portion of the responding Vendors,
- 2) visit one (1) or more of the Vendor's current customer sites and speak with Vendor's current customer representatives
- 3) conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
- 4) negotiate with and ask vendors to submit best and final offers.

Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

2.6 Award of Contract

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, the District shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Agreement to reflect the decreased pricing. At no time shall the prices charged to the District exceed the prices under which the RFP was awarded. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP. Any awarded agreement must include the right for the District to terminate the Agreement at any time during the term of Agreement with 30 days written notice to the Provider.

3.0 Service Requirements

3.1 SPECIFICATIONS

The District seeks pricing and information for [Refrigerated Trucks](#)

GENERAL Bidder's Attention:

1. Equipment cataloged as standard shall be furnished and included in the purchase price of unit bid.
2. All vehicles shall comply with the State of California and Federal Industrial Safety Orders and Vehicle Codes.
3. In the event any vehicle offered does not fully comply with the Pleasanton Unified School District's specifications, the bidder shall state in writing at the time of the bid opening, wherein vehicle bid does not meet specifications. NOTE: Exceptions to the bid specifications must be itemized and submitted along with the Bid Form in a separate page.
4. Vendor may supply all of one manufacturer's model, or a combination of models and brands.
5. Upon delivery, it shall be the Vendor's responsibility to provide any evidence necessary that the vehicles fully meet all the requirements of this specification.
6. **Warranty:** A minimum warranty period of 36 months covering parts and labor, bumper to bumper, and "powertrain" is required from the seller. A warranty period of at least 5 years or 100,000 miles is preferred. Responses shall include extent of warranty coverage and applicable "deductibles" for extended warranties. Clearly state what is not included in the warranty.

ENGINE: warranty shall be for five (5) years with unlimited miles with 100% parts and labor provided.

DRIVELINE: Entire drive train including front axle, driveline and rear axle must have minimum three (3) year, 36,000 mile, 100% parts and labor warranty.

TRANSMISSION: 6 speed automatic with double overdrive. Transmission shall have a minimum three (3) year, unlimited mileage, 100% parts and labor coverage warranty.

REFRIGERATION UNIT: Reciprocating compressors; zero ozone depletion potential; digital readout cab command; minimum warranty 2 yrs major component/1 yr basic

Warranty shall include replacement of material and coverage of labor necessary to effect replacement and/or repairs.

Failed parts or units that come under the warranty provisions will be repaired at the supplier's shop. Work necessary to meet specifications after delivery shall be done at supplier's expense.

If repaired by the supplier, the cost of transporting vehicles between the school district's yard and the place of repair designated by the supplier shall be borne by the supplier. Repairs to be performed in the Pleasanton and surrounding bay area.

Parts must be available and procurable by identity through standard factory part numbers.

Operating manuals, service manuals, parts and shop manuals, wiring diagram chart, body repair manual and engine repair manuals or available on CD ROM, shall be furnished at during vehicle is delivery.

7. District may accept or reject any or all portions from bid items.

8. Vendor will furnish technical data on all vehicles and equipment.

9. Vendor shall furnish four (4) sets of ALL ALIKE ignition and cab door keys with each vehicle (key alike); plus one owner's manual and one set of service and repair manuals and safety triangles.

10. Vendor shall include the District on any mailing lists that cover technical bulletins. All mail to be delivered to: Purchasing Department, 4750 First Street, Pleasanton, CA, 94566.

11. Vendor shall provide detailed written information on all pertinent aspects of equipment proposed, including powertrain and related systems performance data, capacities, dimensions and available options not called for in this request. Further, manufacturer's illustrations and brochures of proposed equipment shall be part of the bid response.

12. Bidder shall specify delivery date for equipment. Delivery time will be considered in bid evaluation. The expected delivery date is by end of June 2022.

13. The District will evaluate bids on costs, technical compatibility with specifications, operational needs, fleet uniformity, warranty coverage and delivery time. The District reserves the right to consider various factors to be in the best interest of the Pleasanton Unified School District. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

14. The quoted prices are F.O.B. Pleasanton Unified School District, Purchasing Department, 4750 First Street, Pleasanton, CA, 9456.

15. Any discounts from the total net bid must be allowed for payment after the District's acceptance of the new unit or receipt of a correct invoice, whichever occurs later.

16. Exceptions to these specifications must be submitted in writing.

17. REGISTRATION: Initial registration and licensing will be done by the Vendor. The vendor shall furnish the original copy of the "Dealer's Report of Sale", temporary license, registration and completed application for California Exempt plates. The name and address on the "Dealer's Report of Sale" shall read: Pleasanton Unified School District, 4750 First Street, Pleasanton, CA, 94566

Attachment 1

Response page.

Please use the electronic format for your responses.

Request for Quote for New Delivery Truck		Explanations	Vendor:
Specifications	Requirements		Response
Year	2023		
Make	Isuzu (low cab forward) or other makes		
Model	NRR or Equal		
GVWR	19,500 to 26000		
Gas or Diesel Engine	4HK1-TC (215 HP) or equivalent		
Transmission	Aisin A465 (6-speed auto) or equivalent		
Tank	50gallon or equivalent		
Condition	New		
Brakes	Hydraulic		
Wheel Base	176” or equivalent		
Cab to Axel	127.5” or equivalent		
	front and rear mud flaps		
	Shock Absorbers: heavy duty double acting type, front and rear		
Color	White		
Equipment in the	Air Conditioning		

Cab			
Equipment in the Cab	Power Windows/mirrors		
Equipment in the Cab	Power Door Locks		
Equipment in the Cab	backup color camera		
Equipment in the Cab	AM/FM Radio w Bluetooth (open option)		
Equipment in the Cab	Rear Body Dome Lamp Switch		
Equipment in the Cab	Back Up Alarm		
Box Dimensions	18' to 20' x 91" H ID x 96" W OD (or a close dimension)		
Box Dimensions	Rear door opening 84" H x 87" W (or a close dimension)		
Box Specifications	Insulated Reefer Body	Box shall be fully insulated floor, walls, ceiling and have a protective coating	
Box Specifications	Inverted T Floor		
Box Specifications	LED lights in the box		
Box Specifications	2- floor drains in front and sub panel		
Box Specifications	Bulk head reinforced for standalone		

	refrigeration unit		
Box Specifications	10" smooth metal kick plate or equivalent		
Box Specifications	3 rows of E-track (Placement TBD)		
Box Specifications	Roll up door		
Box Specifications	Liftgate-Palfinger ILM 25 (2,500 pounds) or equivalent	Operator must be able to control from ground and bed level. Cab mounted power shut-off to allow operator to shut-off power to rail gate control control switch(s) to prevent unauthorized use of the rail gate.	
Flat platform Ramp with Cart stop	72"		
Refrigeration	Thermo King Refrigeration Unit v-520 10 or equivalent		
Warranty (Vehicle, insulated box, refrigeration unit, lift, transmission	3-5 years or 100,000 miles with parts and labor included. 5 year is preferred (open to reveiw options)		

Vendor Contact Information

VENDOR ORGANIZATION NAME:

VENDOR POINT OF CONTACT:

VENDOR MAILING ADDRESS:

VENDOR PHONE NUMBER:

VENDOR EMAIL ADDRESS: