



REQUEST FOR PROPOSAL:

Service Line Equipment

RFP# 25-06

SCHEDULE OF IMPORTANT DATES

DATE	ACTIVITY
April 30, 2025	Advertise RFP
by 3:00 pm on May 7, 2025	Deadline for Submitting Questions
by 3:00 pm on May 9, 2025	Post Answers to Questions
3:00 pm on May 15, 2025	Bids Due
Week of May 19-23	Bid Review
June 11, 2025	Board Approval
June 12, 2025	Communication to the Vendor

TABLE OF CONTENTS

NOTICE INVITING BIDS	3
GENERAL CONDITIONS	3
BID SUBMISSION REQUIREMENTS	4
INSTRUCTIONS TO BIDDERS	4
PROTESTS	9
SCOPE OF PROJECT	9
DISTRICT EVALUATION/SELECTION PROCESS	10
TERMS AND CONDITIONS	11
BIDDER ACCEPTANCE/SIGNATURE PAGE	15
EQUIPMENT, SITE SPECIFICATION AND PRICING PROPOSAL FORM	16
NON COLLUSION DECLARATION	17
WORKERS' COMPENSATION CERTIFICATE	18
DRUG-FREE CERTIFICATION	19
FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT	20
REFERENCES	25
BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE	26
EQUAL OPPORTUNITY EMPLOYMENT	27
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT	28

NOTICE INVITING BIDS

Request for Proposal (RFP) 25-06 – Service Line Equipment

Notice is hereby given that the Natomas Unified School District of Sacramento County, State of California, will receive up to and no later than 3:00 pm, on Thursday, May 15, 2025, bids for the RFP 25-06 Bid. **Electronic bids** may be submitted via [SecureBids](#) . The subject line should read: **Service Line Equipment RFP#25-06**. Please submit any tables in Excel or Google Sheets format.

Bid documents can be obtained for download from [SecureBids](#) or the [Natomas Unified School District website](#).

Each Bid must conform and be fully responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Natomas Unified School District, and sealed in an envelope. The District reserves the right to accept, reject or modify any or all bids, alternate bids, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any bid received, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered. All bids shall be valid for 120 days after the bid opening date.

RFP Questions

All inquiries regarding this RFP must be submitted via email to bidsubmission@natomasunified.org with the subject line: "Questions: NUSD Transportation RFP-25-06." The deadline for submitting questions is 3:00 PM (PST) on Tuesday, May 6, 2025. Questions received after this time will not be considered. Responses to all submitted questions will be posted on the District's website by Friday, May 9, 2025, at the following link: <https://natomasunified.org/departments/business-services/financialservices/purchasing/request-for-proposals-page/> [General information about Natomas Unified School District \(NUSD\) is available at: www.natomasunified.org](#)

GENERAL CONDITIONS

1. Proposals are requested for furnishing nine (9) Service Lines for the Natomas Unified School District's Child Nutrition Services Department, as described in the specifications and terms set forth herein. Proposals need to show the net unit and net total prices after all discounts have been deducted for the equipment Awarded vendor must receive, inspect, and deliver.
2. Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the item described. It shall be the sole discretion of the Natomas Unified School District to determine equality of item offered and suitability for School District use.

3. Bidders must include complete manufacturer specifications for any alternatives offered and provide a clear and complete description of material or equipment being proposed including the brand name, year and make and model numbers.
4. Bidders located outside of California are advised that Use Tax equal to the current State of California Sales Tax will be added to their proposal for evaluation purposes if California State Tax is not computed into their proposal and/or a certificate number authorizing collection of California State Sales Tax is not provided. Federal Excise Tax is not applicable, as school districts are exempt there from.
5. All equipment and/or materials referred to in this RFP shall in all respects be in full compliance with all CAL/OSHA safety and health orders.
6. Unless otherwise indicated, priced quotes herein are considered FIRM and shall remain open and not be withdrawn for a period of one hundred twenty (120) days after the due date. A successful Bidder shall not be relieved of the bid submitted without the District's consent or Bidder's recourse to PCC Sections 5100 et.seq.
7. This Request for Proposal, when returned to the Natomas Unified School District as an offer for equipment and/or services will constitute the full agreement between the District and Bidder if a purchase order is awarded. Any changes to the attached documents for proposal must be made at the time the bid is submitted. Any changes and or/amendments to this agreement presented after the successful Bidder receives a purchase order will not be accepted. Unless the District includes a stipulation for a separate agreement to be executed, the District will not execute any other agreement in conjunction with the quotation request or purchase order.

BID SUBMISSION REQUIREMENTS

Bidders must carefully review this Request for Proposal (RFP) to ensure full compliance with all procedural and contractual requirements. All bid proposals must include the following documents and information. Failure to submit any required documentation may result in disqualification.

INSTRUCTIONS TO BIDDERS

Bid Form- In order to preserve uniformity and to facilitate award of contract, no proposal will be entertained or considered unless made upon form furnished within this RFP. Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes. Statements or communications, which serve to qualify any bid, will void such bid as to the items qualified. All unsigned proposals will be rejected.

Signature- An authorized officer to employee must sign the proposal with a firm name. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

Submission- Proposals shall be submitted [SecureBids](#) on or **before 3:00 PM on Thursday, May 15, 2025**. The subject line should read: **Service Line Equipment RFP#25-06**. In advance of proposal submissions, questions may be submitted by email to bidsubmission@natomasunified.org no later than 3:00 PM on Tuesday, May 6, 2025. Responses to all submitted questions will be posted on the [SecuredBids](#) and [District](#) websites by end of day on Friday, May 9, 2025.

Bidders are responsible for checking this page for additional information prior to submitting Proposals. Review this RFP carefully before responding to ensure that you fully understand submission requirements for this RFP.

In order for a proposal to be considered complete, the Bidder must provide responses to all information requested. Vendor must complete and submit all of the following:

- A. EXHIBIT A – Bidder Acceptance/Signature Page
- B. EXHIBIT B – Equipment, Site Specification And Pricing Proposal Form
- C. EXHIBIT C – Non-Collusion Declaration
- D. EXHIBIT D – Workers' Compensation Certificate
- E. EXHIBIT E – Drug Free Certification
- F. EXHIBIT F – Fingerprinting Notice and Acknowledgement
- G. EXHIBIT G – References
- H. EXHIBIT H – Bidder's Statement Regarding Insurance Coverage
- I. EXHIBIT I – Equal Opportunity Employment
- J. EXHIBIT J – Iran Contracting Act of 2010 Compliance Affidavit
- K. Prices. During the period of deliveries under a resulting contract, should there be a decrease in prices of the equipment listed therein, a corresponding decrease in prices 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 bid herein.

Brand Name and Number- The Bidder shall state the brand name and model number on the proposal. If not is indicated, it shall be understood that the Bidder is quoting on the exact brand and model number specified in the proposal form. If the Bidder desires to bid on any equipment of equal character and quality, they may offer such substitute equipment by indicating clearly that such substitution is intended and specify the brand and model number. Such substitution shall be accepted only if deemed by the District to be equal in all respects to that specified. The Bidder shall bear all costs of demonstrating to the District that the alternative product is equal to that specified. The District's decision regarding whether the

alternate product meets the plans or specifications and needs of the District shall be final.

Erasures, Inconsistent or Illegible Proposal- The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent, or ambiguous, the District may reject such a bid as not being responsive to the Notice Inviting Bids.

Withdrawal of Proposal- Any proposal may be withdrawn in person or by written request signed by each bidder in the manner specified above for proposal modifications, at any time prior to the Proposal Deadline. No bidder may withdraw any proposal for a period of one hundred twenty (120) days after the due date set for the proposals. District reserves the right to extend this period for a reasonable time. Each bidder agrees to allow reasonable extension of the period.

Anti-Discrimination- It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Bidder agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Bidder agrees to require compliance by any subcontractors, suppliers, and service providers employed on the work by such Bidder.

Hold Harmless- Bidder covenants and agrees to release, defend, indemnify and hold harmless District, its agents and employees, from any and all claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees, court costs, and costs and expenses associated with any litigation or proceeding, including costs incurred for investigation of claims, arising out of or in any way resulting from acts or omissions of Bidder, its agents, employees, subcontractors, servants or invitees, in relation to the project, including by way of example and not limitation, claims for bodily injury, including death, sustained by any person or persons, including employees of Bidder and District, or on account of damage or loss to property of any person or persons, including property of Bidder and District, whether such injuries to persons or damage to property are due, or claimed to be due, to any negligence of Bidder, active or passive, or the acts and/or omissions of its or their agents, employees, subcontractors or other persons. This obligation includes, but is not limited to, defense and indemnity for any claim, suit, complaint, or cross-complaint which may be brought against District, its agents, and employees, by any person or organization in relation to the project, regardless of whether District is negligent actively, passively, or at all.

Conditions for Proposal Acceptance- This Request for Proposals does not commit the District to award a contract or to pay any costs incurred for any services. The District, at its sole discretion, reserves the right to accept or reject any or all proposals received. All proposals will become the property of the Natomas Unified School District. Any proprietary information contained in the proposal should be clearly identified.

Awards- The District reserves the right to make its selection based upon its best judgment as to which Bidder substantially complies with specification and whichever bid and material the District determines, as its sole discretion is the best suited for the District's needs. Bidders must deliver the items and services within the specified delivery time and demonstrate, to the District's satisfaction, that it has capacity to deliver any and all products and services in the specified delivery time in order to be declared responsive to this RFP.

Execution of Contract- Issuance of a purchase order shall evidence the contractual agreement between the Bidder, the District, and the Bidder's acceptance of these bid instructions and general conditions.

Delivery- Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful Bidder shall be responsible for delivery and shall pay all costs, including drayage, freight, and packing for deliveries, as may be specified in the proposal form.

Unless otherwise specified, all goods are to be shipped F.O.B. destination. Regardless of F.O.B. point, Bidder agrees 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 from any obligation hereunder.

Default by Bidder- The District shall hold the Bidder responsible for any damage that 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 fails to furnish or deliver any of the equipment, materials, supplies, or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon 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 canceled in whole or in part, purchase the equipment, 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 prices. Any extra cost incurred by such default may be collected by the District from the Bidder, or deducted from any funds due to the Bidder.

Notice To Proceed- District shall provide notices to proceed ("Notice(s) to Proceed" or "NTP(s)") to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work specified in NTP. The District shall utilize the

rates and time frames identified in Contractor's Bid Form for the performance of the Work of a specific NTP.

Bidder Responsibility- Prior to the award of the Contract, the District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

Payment- For any Required Work Contractor will be paid the specific price stated in its bid. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the Work by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (8) erroneous or false estimates by the Contractor of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (10) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

American Made Products- In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

PROTESTS

Any protest regarding this RFP must be submitted, without exception, in writing to the District, before 2:00 pm Pacific Time of the third (3rd) business day following the date of notification by the District that a Successful Bidder has been selected following the evaluation/selection process. statement

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases

for the protest.

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, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

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 protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

SCOPE OF PROJECT

Natomas Unified School District is seeking a supplier for serving line equipment in 7 of their school sites. Details of the equipment and project are included in this bid request.

Bidder's Attention:

1. Equipment: All equipment must be new, state of the art, and not certified nor refurbished. All equipment must be compliant with all District requirements for allowable operating systems platforms.
2. Delivery: All equipment sought by this bid proposal must be delivered in satisfactory condition to the locations specified by the District on or before the desired day and time of the District's preference.
3. Onsite Training:
 - a. Provide four (4) hours of onsite training to District Staff.
 - b. Provide Operators and Service Manuals.
4. Warranty:
 - a. Provide two (2) years parts and labor warranty.

DISTRICT EVALUATION/SELECTION PROCESS

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder, before being awarded a contract, may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Bid of any Bidders as not responsible and not qualified to provide the particular products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Bid is one that meets all terms, conditions, and specifications of the IFB. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract. The Bidder must perform and do what the Bid documents and contract requirements say they

must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc.

A Bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the Bid or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Bids or alternatives and waive any informality or irregularity in the Bids or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the IFB process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – Award of this IFB shall be made to the lowest-priced responsible bidder who is fully responsive to the terms of this solicitation. The District intends to select one of the Bidders—but reserves the right to select no Bidder. From the Bidders that provide Bids to the District, the District may, at its discretion, interview some or all of those Bidders. One or no Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products.

Previous Performance – Bidders are advised that the District reserves the right to reject a Bid from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Bid, thereby disqualifying the Bidder from contract award.

TERMS AND CONDITIONS

In addition to the following, this Invitation for Bid (IFB) is subject to the terms of the Contract attached and included herewith.

Alteration of Invitation for Bid Text – Changes in or additions to the Invitation for Bid, as well as any attachments, amendments or other official correspondence related to this Invitation for Bid may not be manually, electronically or otherwise altered by Bidder or Bidder’s agent(s). Recapitulations of the products bid upon, alternative Bids, or any other modification of the Invitation for Bid which is not specifically called for in the award agreement documents may result in the District’s rejection of the Bid as not being responsive to the Invitation for Bid. No oral or telephonic modification of any Bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation

of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Bids.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Negotiations – A Bid response to any specific item of this Invitation for Bid with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this IFB will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Bid – No Bid will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a bid form has not been issued by the District and who has successfully provided products of similar character and scope to the products described herein. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Bid. Bidders submitting a Bid shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this IFB is solely the responsibility of the Bidder submitting a Bid. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a Bid which meets all of the specifications set forth in the IFB.

Errors and Corrections – The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Bid. Correction of any such errors shall be made prior to the Bid opening only. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive. The Proposal cannot be corrected after the Bid opening.

Examination of Bid Documents – Bidders submitting a Bid shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Bid to receive or examine any Bid document(s), forms, instruments, Addenda or other documents then existing shall not relieve any Bidder submitting a Bid from obligations with respect to this IFB or to the contract. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidder's ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Bid documents may result in rejection of the Bid.

Any party submitting a Bid shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Bid for contact. Any party attempting to influence the Bid process including the submittal, review process and awarding of the Bid will have their Bid rejected for violating this term and condition of the IFB.

Any party, individual, group or firm, not submitting a bid, but which may have a financial or business interest in the award of the bid shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board’s action in the award of this Bid will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

Formation of Contract – Bidder’s signed Bid and District’s written acceptance with approval from the District’s Governing Board shall constitute a binding contract.

Insurance Requirements – Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$2,000,000

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District within ten (10) days after receipt of the notice of intent to award. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. All policies shall include a waiver of subrogation against the District. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

The successful bidder(s) shall maintain insurance adequate to protect him from claims under Worker' Compensation Laws and claims for damages for personal injury, including death and damage to property, which may arise from the bidder's

operations under the contract. The bidder must have the Worker's Compensation Certificate, attached hereto, with their RFP and provide proof of insurance naming Natomas Unified School District as an additional insured and requiring the bidder's insurance to be primary by separate endorsements 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: \$2,000,000 aggregate. Property Damages shall be \$1,000,000 per loss. The bidder shall also maintain automobile liability insurance covering bodily injury and property damage at no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. Failure to furnish such evidence and insurance, if required, may be considered a default by the bidder(s). The contractor will not begin any services applied to this contract until all required insurance has been provided and certificates indicating coverage have been proven. The certificate of insurance for the above shall provide 30 days advance written notice to the District regarding the cancellation, nonrenewal, or reduction of coverage of any of the above insurance. The District has the right to request a copy of the current certificate of insurance at any time.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this IFB. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded contract. The District will approve all materials associated with this IFB.

Substitutions – All Bidders must conform to the specifications set forth in these Bid documents. The District reserves the right to reject all Bids that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed as "equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

Taxes – The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless

the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District’s acceptance of Bidder’s offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Bid must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Bids only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District.

EXHIBIT A

BIDDER ACCEPTANCE / SIGNATURE PAGE

TO BE SUBMITTED WITH PROPOSAL

The Bidder certifies that it has carefully read, examined, compared, and coordinated all of the bid documents, including general conditions, instruction to bidders, technical specifications, District specifications, addenda, and all related documents. declares that the bid documents, including without limitation, the RFP, Addenda, and Exhibits have been read. Bidder acknowledges and warrants sufficiency and completeness of the documents, and certifies that there are no omissions, inconsistencies, or incongruities between any and/or all of said documents.

The undersigned is authorized, offers and agrees to furnish the equipment, materials and/or services specified in accordance with the Bid Documents of RFP 25-06 Service Line Equipment

Company Name: _____

Address: _____

City/State/Zip: _____

Federal Tax ID: _____

Primary Contact Information: _____

Printed Name: _____

Title: _____

Email: _____

Phone: _____

Authorized Signature: _____

Name and Title of Signer: _____

Date: _____

EXHIBIT B

EQUIPMENT, SITE SPECIFICATION AND PRICING PROPOSAL FORM

TO BE SUBMITTED WITH PROPOSAL

Pricing shall be submitted on Exhibit B as is. No alterations or changes of any kind are permitted. Bid responses that do not comply will be subject to rejection in total. The price quoted includes all taxes and all other charges, including delivery and training and is the cost that the District will pay.

Please download and fill our form linked [here](#).

The undersigned hereby attests and affirms, with full legal responsibility, that the pricing delineated in Exhibit B to this agreement is accurate and faithfully represents the financial terms agreed upon.

Authorized Signature: _____

Name and Title of Signer: _____

Date: _____

EXHIBIT C

NON COLLUSION DECLARATION

TO BE SUBMITTED WITH PROPOSAL

Owner: Natomas Unified Nutrition Services

Contract: RFP 25-06 – NUSD Service Line Equipment

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__ , at _____ [city], _____ [state].

Signature

Print Name

EXHIBIT F

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (Education Code Section 45125.1) TO BE SUBMITTED WITH PROPOSAL

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [insert "owner" or officer title] of _____ [insert name of business entity], have read the foregoing and agree that _____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

VIOLENT AND SERIOUS FELONIES

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

FORM FOR CERTIFICATION OF LACK OF FELONY CONVICTIONS

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name:

Date of Entity's Contract with District:

Scope of Entity's Contract with District:

I, _____ [insert name], am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 2025, with the District for _____.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 2025

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

EXHIBIT G

**REFERENCES
TO BE SUBMITTED WITH PROPOSAL**

Please submit three (3) current school district References from Sacramento Area School Districts for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will not be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference # 1

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Address	
Telephone Number	
Required Number of Deliveries per Week	

EXHIBIT H

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Alum Rock Elementary Union School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EXHIBIT I

EQUAL OPPORTUNITY EMPLOYMENT

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans Act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

EXHIBIT J

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who “engages in investment activities in Iran” is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature) (Print Name)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature) (Print Name)	(Print Name)