



ROWLAND UNIFIED SCHOOL DISTRICT  
1830 S. NOGALES STREET  
ROWLAND HEIGHTS, CA 91748

**Request for Proposal**  
**Pizza (Delivered & Ready to Serve)**  
**Nutrition Services Department**  
RFP 2018/19 (R5)

**GENERAL**  
**REQUEST FOR PROPOSAL**  
**INSTRUCTIONS AND CONDITIONS**

- 1. SUBMITTING PROPOSALS:** Each proposal must be received in the Purchasing Department, Rowland Unified School District, 1830 S. Nogales Street, Rowland Heights, CA 91748, by the time prescribed in the Request for Proposal. Each proposal shall be in a sealed envelope, bearing the name of the bidder, and the words “SEALED PROPOSAL – PIZZA (DELIVERED AND READY TO SERVE)” on the outside.
- 2. RESPONSIBILITY:** All proposals shall be signed with the firm name and by a responsible officer or employee.
- 3. REQUEST FOR INFORMATION:** All questions regarding this RFP must be submitted via email no later than October 11, 2018, by 10:00 a.m. to: Maria Davila, Director of Nutrition Services at [mdavila@rowlandschools.org](mailto:mdavila@rowlandschools.org) and Rosana McLeod, Director of Purchasing at [rmcleod@rowlandschools.org](mailto:rmcleod@rowlandschools.org). Emails must be titled: **RFP No. 2018/19 (R5) RFI [company name]**
- 4. CORRECTIONS:** All prices and notations shall be typewritten or in ink. **No erasures will be permitted. Mistakes must be identified and corrected prior to the final date and time. Mistakes may be crossed out and corrections made adjacent and shall be initialed, in ink, by person signing proposal.** Verify your proposal before submission.
- 5. ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The District will not be responsible for error in extensions. The right is reserved to reject any or all proposals; to waive any irregularities or informalities in any proposal; and to accept or reject any items in the proposal. No bidder may withdraw his/her proposal for a period of sixty (60) days after the date set for opening thereof.

6. **THE PROPOSALS:** Whenever proposals are equal, preference shall be given to firms located within the School District and/or firms with whom the District has had satisfactory business relationships.
7. **PROTEST AFTER AWARD:** Any protest against the award of contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing.
8. **NUTRITION INFORMATION:** Detailed and accurate nutrition information is required for all food items purchased by the District. The successful bidder, therefore, will be required to furnish nutrition information on processed or manufactured food items. See Contract Terms & Conditions included with this request for proposal for the minimum nutrient requirements.

In order to accommodate the computerized menu system utilized by the Nutrition Services Department, the successful bidder shall be required to provide a complete nutrient analysis of some products, as requested by the District. The nutrient information may be obtained from an independent laboratory.

The following information will be required from the manufacturer: weight (gm), water content (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), polyunsaturated fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg).

**Contractor to provide evidence of contribution for the Meat/Meat Alternate and Grain/Bread which must be submitted in writing, signed and dated for review by the Director of Nutrition Services for 14" pizzas.**

**All processed foods should not contain any artificial trans-fat.**

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Contractor shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes

occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department.

- 9. SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words “or equal” unless the Request for the Proposal specifically requires no substitutions. When submitting proposals on brands other than those specified, the submitter must state on the proposal the brand, quality, code number, or other trade designation on each item other than “as specified.” At the District’s request, the bidder shall furnish samples and/or full descriptive information covering the product bid on, property marked and showing item number and page number on each sample or description within five (5) business days of the request.
- 10. QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
- 11. AUDITS AND INSPECTIONS:** The successful bidder shall submit to third party audits and/or inspections initiated by the District during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.
- 12. SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful bidder, and if not destroyed by tests will, upon request, be returned at bidder’s expense. The final decision as to whether the material or product is equal to the specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the vendor shall pay the cost of the tests. In all cases the District reserves the right to make tests it deems necessary.
- 13. PATENT INFRINGEMENTS:** The successful bidder(s) shall hold the Rowland Unified School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of copyright or un-copyrighted

composition, secret process, patented invention, article, or appliance, furnished or used, under this proposal.

- 14. DELIVERY:** It is understood that the bidder agrees to deliver prepaid all items on which proposals are accepted to the addresses indicated on the attached “Delivery Sites” document. **All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the vendor.** Additionally, all prices offered must include on site offloading and inside delivery. Absolutely **no fuel surcharges** may be levied during the term of the contract.
- 15. DISCOUNT:** Cash discount when stated on proposal shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor’s invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not considered in determining low bidder. Offers of discounts or additional services not delineated on the proposal form will not be considered by the District in the determination of the lowest responsible, responding bidder.
- 16. INTERPRETATIONS OF PROPOSAL DOCUMENTS:** All interpretations of the proposal conditions and/or specifications shall be made only by written addendum. The School District shall not be responsible for any other explanation or interpretation of the proposal document.
- 17. CONTRACT NEGOTIATIONS AND MODIFACATIONS:** A proposal response to any specific item of this proposal with term such as “negotiable,” “will negotiate,” or similar, will be considered nonresponsive to the specific term. Any modifications, qualifications, exceptions, changes made to the District’s terms, specifications, and conditions detailed herein shall be grounds for rejection of proposal.
- 18. LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
- 19. METHOD OF PRICING AND COMPLETING PROPOSAL:** Proposer shall offer one firm, fixed price for each item offered. Alternate proposals will be rejected. Proposals stating “will negotiate,” or “to be determined” or similarly vague language will be considered as non-responsive and will be subject to rejection of his/her proposal. Errors in price computation on the proposal form do not relieve bidder from holding price. Veracity of prices submitted in this proposal is the sole responsibility of the proposer. The proposer shall not restrict proposal for any item to minimum order value or minimum order quantity.

- 20. METHOD OF AWARD:** The proposal shall be awarded by lot to the lowest responsible, responding bidder, unless it is determined to be in the best interest of the District to award otherwise. Bid will be evaluated on the following factors: price, competency, quality, credibility, references, taste, discounts offered and compliances with all aspects of the specifications. The District will be the sole judge of merit and not necessarily accept the lowest price offered as service and quality of items will be considered in making a decision.
- 21. COMMUNICATION OF AWARD:** The contract awards made by the District shall not become binding upon the School District until communication in writing to the successful vendors(s).
- 22. SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Divisions of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California (Cal Code).
- 23. AFFIRMATIVE ACTION:** The bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment 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.
- 24. NON-COLLUSION DECLARATION:** A signed Non-Collusion Declaration must be returned with the Proposal Form. Proposals received without a signed Non-Collusion Declaration cannot be accepted.
- 25. RESTRICTIONS ON LOBBYING, POLITICAL CONTRIBUTIONS**
- CONFLICTS OF INTEREST:** From the period beginning on the date of the issuance of this RFP/RFQ and ending on the date of the award of the contract(s), no person, or entity submitting in response to this RFP/RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP/RFQ, the evaluation or selection process, or the award of the contract(s) with any member of the District, Board of Education (“Board”), selection members, or any member of a District appointed committee. Any such contact shall be grounds for the disqualification of the proposer.