



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)

**CONTRACT TERMS AND CONDITIONS**

**TIME AND PLACE OF PROPOSAL SUBMISSION**

Proposals must be received at the Rowland Unified School District, Purchasing Department, 1830 S. Nogales Street, Rowland Heights, CA 91748, no later than **10:00 a.m. on October 18, 2018**. Proposals received after that time will not be considered and will be returned to vendor unopened.

**CONTRACT DOCUMENTS**

The complete contract will include the General Instructions and Conditions, Contract Terms and Conditions, the proposal of the vendor and its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

**ERRORS AND OMISSIONS**

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a proposal, and the bidder shall assume full liability for any errors or omissions in their proposal.

**AWARD OF CONTRACT**

Award will be based on the highest number of points given during the evaluation process as indicated in the Proposal Evaluation Criteria section of this document. The decision resulting from the evaluation process as to which product best meets the needs of the District remains the sole responsibility of the District and is final.

**PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria:

- A. Experience with similar projects (10 points)**
- B. Packaging (15 Points)**
- C. Appearance (25 Points)**
- D. Taste Test (25 Points)**
- E. Cost (25 Points)**

## **TASTE TESTING**

Samples of items listed on the proposal form must be submitted on Tuesday, October 2, 2018, at the Nogales High School Kitchen, 401 S. Nogales Street, La Puente, CA 91744, no later than 10:15 a.m. Samples must not be sent in the same package as RFP. Samples must be plainly marked with name of proposer with the words "Sample - Pizza (Delivered and Ready to Serve)" on the outside. **Samples must be furnished free of expense to the District.** All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor. Failure to comply with sample and evaluation requirements may result in rejection of proposal.

## **INSPECTION OF FACILITIES**

The District reserves the right to inspect the facilities of the proposer prior to and/or following award of the contract. The District may request to review the proposer's current Hazard Analysis Critical Control Point (HACCP), Plan and/or food safety system for their facility and relevant equipment maintenance schedules in order to insure optimum manufacturing, storage and distribution practices. If the District determines after such inspection that the vendor is not capable of performance within the District's standards, his/her proposal will not be considered. The findings and decisions of the District shall be final.

## **BUY AMERICAN PROVISION**

Federal regulations require to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law (P.L.) 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, proposers shall provide certification of the origin of food products.

## **PERIOD OF CONTRACT**

The initial contract term will be from date of award, **November 9, 2018, through June 30, 2018.** Contract may be extended upon mutual consent between the District and vendor thereafter for two (2) additional twelve (12) month periods, for a maximum of three (3) years, in accordance with Education Code Section 81644. Prices indicated in proposal must stay in effect for the initial twelve (12) month term.

The Board of Education reserves the right to terminate the contract effective at the end of each annual period.

## **ASSIGNMENT**

Successful bidder shall not assign any part or whole of this bid to another party, subcontractor, or company, nor shall they assign any money due, without the previous written consent of the District. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

## **DISCONTINUANCE OF SERVICE**

When any contractor or vendor shall fail to deliver any product or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as seems to the Governing Board to be to the best advantage of the Rowland Unified School District.

The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder; provided satisfactory proof is furnished to the Governing Board, if requested.

The District may discontinue service upon 24-hours' notice for reason of unsatisfactory product or service. **FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.**

#### **TERMINATION OF AGREEMENT FOR NO CAUSE**

District may terminate this agreement at any time by giving the Contractor thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the District.

#### **COMPLIANCE WITH LAWS:**

Contractor shall, in the performance of work under District's order, fully comply with all applicable Federal, State and local laws and regulations and shall indemnify and hold District harmless from any liability, cost of expense (including, without limitation, District's court costs and reasonable attorney's fees) resulting from Contractor's failure of compliance. Contractor agrees upon request to furnish District with a certification of compliance with respect to any or all such laws and regulations in such form as District may require. Should Contractor fail to comply with any law(s) the District may terminate the contract without notice

#### **ADDITIONAL ITEMS**

The District reserves the right to add items to the contract during the contract period. Prices for additional items will be negotiated.

#### **ORDER CONDITIONS**

The District reserves the right to adjust each order in accordance with program needs. Any estimates are a guideline only and are not to be construed as a commitment by the District as the exact amount to be purchased. There will be no minimum order requirements for any items listed on this proposal or deliveries to the site.

The District shall not be obligated to purchase or reimburse the contractor for any inventory of any products should purchases vary from the anticipated purchase patterns or if agreement expires or is terminated.

If the desired product is absolutely not available for any reason, the District shall be notified at least two days in advance of the shortage and the District shall be given options of a product that

is equal or higher quality at the same unit cost. Continued shortages or substitutions will be grounds for termination of this agreement.

### **PEANUTS, PEANUT PROTEIN OR PEANUT BY-PRODUCTS**

The District reserves the right to decline an award on items that contain peanuts, peanut protein or peanut products. A statement of ingredients and formal nutrient analysis for those items must be submitted with proposal and any/all items that are bid containing peanuts, peanut protein or peanut by-products must be clearly and separately identified.

### **VEHICLE DELIVERY CONDITIONS**

All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.

Any product that fails to be delivered within these parameters will be rejected.

### **PRODUCT QUALITY CONTROL**

The District reserves the right to discontinue service of all or any portion of any contract resulting from this proposal for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the contractor in default.

All products received under this contract shall be processed according to the health and sanitation standards for plant facilities and food processing established by the locality or state in which Processor's plant is located or by the applicable federal standards, whichever is higher.

In the event of product contamination issue, Contractor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with proposal.

### **INFERIOR PRODUCT**

The Contractor agrees to permit inspection of the delivered items by a representative of the District's Nutrition Services Department with the right of rejection of inferior merchandise. The District's decision shall be final.

### **PACKAGING**

Packages/containers shall be so constructed as to ensure safe and sanitary transportation to point of delivery. Damaged packages/containers may be rejected and returned for credit or immediate replacement, at no cost to the District for product or redelivery.

All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

Container for serving individual pizzas must be provided and should be so constructed as to retain serving temperature and insulate heat of product from handler. Containers shall be manufactured of heavy food grade cardboard or aluminum pans with paperboard insert lid and accommodate the pizza product relative to the product size. Serving containers shall be designed to prevent collapse and subsequent damage to the product.

Packaging of all products shall be designed to prevent saturation of container from product grease and moisture.

## **PRODUCT SUBSTITUTION AND DISCONTINUED ITEMS**

The District will not allow substitutions without prior approval. In the event Contractor is unable to deliver an item as specified in this contract, notification of shortage must be made orally, by or by electronic mail at least 24 hours prior to scheduled delivery to the Nutrition Services Department at [mdavila@rowlandschools.org](mailto:mdavila@rowlandschools.org). An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the cafeterias, at no additional charge to the District for product, freight, or redelivery to District sites. Substitutions in quality or quantity must receive prior approval from the Director of Nutrition Services office (626-854-8313) in order to qualify for payment. **When substitutions do occur, Contractor shall provide nutrition statements and ingredient listings of the replacement product to the Director of Nutrition Services.**

If substitution is unavoidable due to market conditions, Contractor must provide equivalent item for District approval at no additional cost to the District for product or freight. Authorization of a substitute product shall be at the sole discretion of the District.

Contractor shall immediately notify Nutrition Services if they become aware of any product changes or reformulation. **When product changes do occur, Contractor shall provide nutritional statements and ingredient listings of these products to the Director of Nutrition Services.** Failure to provide notification to Nutrition Services of any product changes or reformulation, of which the Contractor is aware of, may result in termination of the contract.

The Contractor must provide the specified product or an acceptable substitute, as determined by the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Contractor shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.

## **DELIVERIES**

Deliveries shall be made daily between 9:30 a.m. and 5:00 p.m., as arranged by the individual schools to meet their serving requirements. Deliveries must be made at least thirty minutes prior scheduled meal service. The District reserves the right to refuse delivery of product at no additional charge if delivered late or if the product arrives in such a condition not meeting the District's minimum quality standards. All deliveries must be delivered in clean, well maintained and in insulated containers. Food items must be delivered under temperature control with product being received at 135 degrees Fahrenheit or above. **Documentation of temperatures for product must be maintained and include departure time/temperature and delivered time/temperature.** Actual delivery of the product or services shall be coordinated with District.

The District reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required. A list of delivery locations enclosed.

For emergency orders, the Contractor will be required to make direct deliveries to the various cafeterias or other locations as requested by the Nutrition Services main office. There is no minimum order requirement for emergency deliveries.

The School District may discontinue service upon 24-hours' notice for reason of unsatisfactory service. FAILURE TO DELIVER IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL CONSTITUTE UNSATISFACTORY SERVICE.

### **DELIVERY SLIPS**

Delivery slips will be furnished with each delivery, in duplicate, as follows:

Original - signed by person receiving material and retained by Contractor

Duplicate - shall be left at each location – Nutrition Services copy

### **PAYMENT**

Payment will be made within 30-60 working days after actual delivery of goods to the required destination as outlined in the **DELIVERIES** conditions and receipt of invoices acceptable to the District.

### **SAFETY AND SECURITY**

The Contractor shall comply with all District security regulations. Contractor's representatives driving motor vehicles on school grounds must use extreme caution during times when school is in session. Any unusual condition noted by drivers, such as evidence of vandalism, power failure, fire, water damage, gas leak, etc., must be reported to **Ron Gray, Risk Manager at (626) 854-8306.**

### **INSURANCE**

Contractors will add the District to their existing insurance policy and provide endorsements to match or exceed the insurance requirements enclosed.

### **PRICE ADJUSTMENTS**

Should the Contractor sell these products under the same quantity, terms and conditions, at a lower price during the period of the contract, the price shall be applicable to this District. Failure to advise the District, in writing, within ten (10) days of price reduction to another purchaser, may be cause for cancellation of the contract.

A maximum price increase of 3% per contract term may be negotiated **subject to existing market conditions. Market conditions must be documented and the District notified ninety (90) days in advance of increase.** The District shall review and analyze all requests for price increases, based upon market conditions, and shall determine whether or not the requested price increase is justified. The decision of the District shall be final.

**Fuel surcharges shall not be accepted under this contract and the addition of such charges shall not be permitted during the period of the contract.**

### **PRODUCT RECALLS**

The Contractor shall bear all costs incurred by the District resulting from product recall, including, but not limited to, any costs initially incurred for storage and transportation; pickup, transportation and storage of recalled product; and price differential for replacement product, if

necessary, as determined by the District. Payment for all costs directly related to product recall shall be made within 30 days of submission of invoice by the District.

**DEPT. OF EDUCATION-CHILD NUTRITION DIVISION FORMS**

Per the California Department of Education, Child Nutrition and Food Distribution Division, School Nutrition Programs Unit, that attached forms (Suspension and Debarment Certification U.S. Department of Agriculture, Certificate Regarding Lobbying, Disclosure of Lobbying Activities and Buy American Certification) must **be completed and submitted with proposal.** **Proposals received without these forms/certifications will not be considered.**