



Addendum No. I

RFP No. 17/18-01NS, Fresh Pizza & Delivery

May 30, 2017

This addendum forms a part of the contract and modifies the original RFP documents. It is intended that all work affected by the following modifications shall conform to related provisions, general conditions, and special conditions of the contract, of the original RFP documents. **Modify the following items wherever appearing in any portion of the RFP documents.** Acknowledge receipt of Addendum No. I in the space provided on this form as well as on the Proposal Form. Failure to do so may subject bidder to disqualification.

Changes and/or Additions to RFP Documents

- 1.1 Changes made to the initial Proposal Form which in this Addendum will now be renamed to “Revised Proposal Form” (reference attachment).
 - 1.1.1 Changes made to the initial Proposal Form Pricing Sheet.
 - 1.1.2 Submit the Revised Proposal Form in its entirety included with this Addendum for proposal submittal.

Request for Information (RFI):

- 1.2 Question: What pizza company is currently servicing the Irvine Unified School District and at what price per pizza?

Answer: Irvine Unified School District is currently serviced by Papa John’s Pizza; there are two (2) separate contracts in place, the high school pizza cost is \$7.19 and the elementary and middle schools are at a cost of \$6.65.

- 1.3 Question: Are there any particular vegetables you are looking for on your 16” Veggie Pizza?

Answer: Currently, our veggie pizza has olives, onions, bell peppers, and mushrooms. However, the District is open to other vegetables as long as they meet the RFP documents and any Nutritional Guidelines.

- 1.4 Question: Can we add our 14” 8-cut options as additional line items on the Proposal Form Pricing Sheet after line item 9?

Answer: No, at this time the 14” 8-cut will not meet District needs.



1.5 Question: Is the district willing to pick up pizzas for the areas that cannot be serviced by a bidder?

Answer: No, the District is not able to pick up pizzas.

1.6 Question: May a bidder submit a proposal to service a portion of the district?

Answer: Yes, the District will consider a proposal to service a portion of the District, as long as it's by grade level, for example: servicing all K-6/K-8 schools and/or all middle schools and/or all high schools.

ALL OTHER PROVISIONS of the RFP Documents shall remain unchanged. This Addendum is hereby made a part of the RFP Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

NOTE: The failure or omission of any bidder to receive or examine any RFP document, forms, instrument, addendum, general conditions, special conditions, or other documents, shall by no means relieve any bidder from any obligation with respect to his/her proposal or to the contract.

SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR PROPOSAL.
RFP Due Date: June 12, 2017 at 11:00 am.

Company Name

Print Name and Title

Signature

Date



REVISED PROPOSAL FORM

Name of Bidder: _____

To: Irvine Unified School District, acting by and through the Governing Board, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Proposals, Calendar of Events, Information for Bidders, Proposal Form, Proposal Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restriction on Lobbying, Product Formulation Statement for Meat/Meat Alternate, Product Formulation Statement for Grains, Product Formulation Statement for Vegetables and Fruits, Agreement, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, General Conditions, Special Provisions, specifications, and all modifications, addenda and amendments, if any (hereinafter Proposal Documents), the local conditions affecting the performance of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Proposal Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

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all in strict conformity with the Proposal Documents, including Addenda Nos. _____, _____, _____, on file at the office of the District pursuant to the sums as set forth in the Proposal Form Pricing Sheet.

2. It is understood that the District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals or in the bidding process. Bidder agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is one (1) year. Agreement shall begin on July 1, 2017 and continue in full force and effect through June 30, 2018. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to DISTRICT the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, the Workers' Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, the



Criminal Records Check Certification, and W-9 within five (5) calendar days of the notice of award of the Agreement, or as otherwise requested in writing by DISTRICT.

5. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder as stated in Section 6.

6. The name(s) of all persons interested in the proposal as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. The bidder hereby warrants that the bidder has all appropriate licenses and/or permits to perform the work as specified in the proposal documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. In submitting this proposal, the bidder offers and agrees that if the proposal is accepted, it will assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the proposal. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Public Contract Code section 7103.5; Government Code sections 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. It is understood and agreed by the bidder that time is of the essence.

12. The required noncollusion declaration is attached as required by Public Contract Code section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.



13. Bidder shall certify compliance in providing the following by checking below:

- Product Recall Program
 - **A copy of the bidders Product Recall Program must be submitted with proposal.**
- Disaster Contingency Plan
 - **A copy of the bidders Disaster Contingency Plan must be submitted with proposal.**
- Food Security and Safety Program
 - **A copy of the bidders Food Security and Safety Program must be submitted with proposal.**

14. The required Product Formulation Statements for Meat/Meat Alternate and Grains have been fully completed and are/is attached hereto.

15. A recent copy of the bidder's health department report is attached hereto.

16. All foods meet the USDA's "All Foods Sold in Schools" Nutrition Standards.

17. Buy American - Domestic/Foreign Products. The USDA, Food and Nutrition Services encourages specifications using Federal funds to require 100% domestically grown and processed products. The exceptions to the Buy American requirements that State DOE may consider are:

- a. The product is not produced or manufactured in the U.S. in sufficient quantities and are reasonably available in quantities of a satisfactory quality.
- b. Competitive research and bids reveal the costs of the U.S. product are significantly higher than the non-domestic product

This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their proposal submission. Bidders offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this solicitation. Failure to include such information on the proposal submission can result in product rejection at the bidder's expense. If bidder is quoting on a foreign product, it must be so noted on the proposal and the reason for bidding a foreign product must be disclosed.

The successful bidder understands that substitutions deviating from the Buy American provision will not be accepted unless approved by the District and/or are either of the two (2) exceptions approved by the State DOE.

18. Failure to complete the Proposal Form and Proposal Form Pricing Sheet in its entirety will render a bidder nonresponsive.



19. List of References. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide Fresh Pizza and Delivery Services.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Product: _____



REVISED PROPOSAL FORM PRICING SHEET

Product specifications are based on products and pack sized currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District’s research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipe, or sales may be affected. The District’s Nutrition Services Department Director will be the sole judge as to whether such alternate products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

- ❖ **Bidder must complete the Product Formulation Statement for Documenting Meat/Meal Alternate and Grains in School Meals or provide a CN Label. A completed CN Label or Product Formulation Sheet(s) must be submitted with proposal at time of opening on the Bidders’ company letterhead.**

Vendor should insert “No Bid” on line items that cannot be provided or will not be bid on.

Whole Pizza – Elementary Schools (26 Schools)				
Line Item	Description	Estimated Annual Usage	Unit Price	Total
1	16" Cheese Pizza 10 Equal Slices	11,400		
2	16" Pepperoni Pizza 10 Equal Slices	9,100		
3	16" Vegetable Pizza 10 Equal Slices	500		

Whole Pizza – Middle Schools (6 Schools)				
Line Item	Description	Estimated Annual Usage	Unit Price	Total
4	16" Cheese Pizza 8 Equal Slices	9,600		
5	16" Pepperoni Pizza 8 Equal Slices	13,400		
6	16" Vegetable Pizza 8 Equal Slices	1,950		
7	16" Sausage Pizza 8 Equal Slices	200		
8	16" Additional Varieties 8 Equal Slices	NA		



Whole Pizza – High Schools (6 Schools)				
Line Item	Description	Estimated Annual Usage	Unit Price	Total
9	16" Cheese Pizza 8 Equal Slices	7,800		
10	16" Pepperoni Pizza 8 Equal Slices	11,000		
11	16" Vegetable Pizza 8 Equal Slices	1,500		
12	16" Sausage Pizza 8 Equal Slices	200		
13	16" Meat 8 Equal Slices	400		
14	16" Additional Varieties 8 Equal Slices	NA		



The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.



Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____