REQUEST FOR PROPOSAL

RFP No.: 12-13/11 Food and Supplies for Laney Cafeteria Operation (RE-BID)

The Board of Trustees of the Peralta Community College District (PCCD), Oakland, California, through the Office of Purchasing, is hereby requesting proposals for the above mentioned project.

The successful vendor will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

<table>
<thead>
<tr>
<th>Proposal Description</th>
<th>Food and Supplies for Laney Cafeteria Operation (Re-Bid)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Type</td>
<td>Goods -- (Dry Goods, Produce, Meats, Dairy, Seafood, and Non Food supplies)</td>
</tr>
<tr>
<td>Proposal Number</td>
<td>12-13/11</td>
</tr>
<tr>
<td>Proposal Issued</td>
<td>January 14, 2013</td>
</tr>
<tr>
<td>Department</td>
<td>Purchasing Department</td>
</tr>
</tbody>
</table>
| Mandatory Pre-proposal Meeting | January 24, 2013 at 10:00 a.m.  
                          | Department of General Services (Conference Room 1)    
                          | 333 East 8th Street                                    
                          | Oakland, CA  94621                                    |
| Scheduled Publication Dates | December 19, 2012 and December 26, 2012               |
| Proposal Due Date    | February 14, 2013 at 10:00 a.m.                        |

Instructions for Submitting Proposals

| Submittal Address | Peralta Community College District  
                  | Purchasing Department               
                  | Attn: Marie Hampton                  
                  | 501 5th Avenue                        
                  | Oakland, CA  94606                   |
|-------------------|-----------------------------------|
| Submittal Copies  | One (1) Original copy clearly marked “Original” and two (2) Copies marked “copy”. |
| Submittal Envelope Requirements | Proposal must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
                                | - Proposal Number  
                                | - Name of Your Company  
                                | - Address  
                                | - Phone Number |
| Late Submittals   | Proposals received after the time and date stated above shall be returned unopened to the vendor. |
How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Peralta Community College District Purchasing Department 501 5th Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225</td>
</tr>
<tr>
<td>Yes</td>
<td>Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Click “Service Centers”, then click “Purchasing” and then click “List of Current RFPs/Bids” to download the bid packet.</td>
</tr>
</tbody>
</table>

Questions about the Proposal

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

<table>
<thead>
<tr>
<th>Primary Contact</th>
<th>Marie Hampton, Director of Purchasing Services Email: <a href="mailto:mhampton@peralta.edu">mhampton@peralta.edu</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Question/RFI Due Date</td>
<td>January 30, 2013 at 4:00 p.m. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.</td>
</tr>
<tr>
<td>Response Date</td>
<td>February 6, 2013 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective bidders, and placed on the District’s website. Proposer who did not receive a copy of the addendum should download it from the District’s website. See “How to Obtain Proposal Documents” section for our web address. All addendums must be acknowledged on the RFP Acknowledgement and Signature form.</td>
</tr>
</tbody>
</table>

Full Opportunity

The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of Peralta Community College District.

Marie Hampton, Director of Purchasing Services
## Table of Contents

I. Project Overview .............................................................................................................. 1  
II. Scope of Services .......................................................................................................... 1  
III. Submission Requirements ........................................................................................... 3  
IV. Evaluation Criteria ....................................................................................................... 4  
V. Additional Requirements. .............................................................................................. 5

### Attachments:

<table>
<thead>
<tr>
<th></th>
<th>Title</th>
<th>Must Be Returned with Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vendor Questionnaire and Certificate by Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>Environmentally Sustainable Procurement</td>
<td>Yes</td>
</tr>
<tr>
<td>3</td>
<td>Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>4</td>
<td>Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>5</td>
<td>Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SLBE/SELBE Self Certification Affidavit</td>
<td>Yes, If applicable</td>
</tr>
<tr>
<td>7</td>
<td>Non-Collusion Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>8</td>
<td>General Provisions</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>RFP Acknowledgement and Signature Form</td>
<td>Yes</td>
</tr>
<tr>
<td>10</td>
<td>PCCD Bid Worksheet pricing, and Value Added Services</td>
<td>Yes</td>
</tr>
</tbody>
</table>
I. Project Overview

The Peralta Community College District (PCCD) is interested in developing a partnership with a qualified food supplier to provide perishable and non-perishable supplies on an as needed basis for the operation of the Laney College Student Cafeteria, the Laney Bistro, and Bakery.

Laney College serves approximately 14,000 students and is open during the academic school year from August to May. The current estimated annual expenditure for food supplies and paper products for its Cafeteria, Bistro, and the Bakery is approximately $500,000. This figure is only an estimate and is provided to give the vendor a figure as to the scope of work. Actual purchases will vary from year to year, and PCCD does not guarantee any amount of purchases. PCCD is utilizing this Request for Proposal (RFP) process to establish a vendor to use for the purchase of food supplies and paper products. Once the selected vendor has been identified, PCCD will issue a Blanket Purchase Order to that vendor and daily the Laney College Cafeteria Administrator will issue releases (orders) for the actual supplies needed.

PCCD is seeking a vendor who can:

- Supply both food and other supplies necessary for the operation of its Cafeteria and Bistro
- Deliver supplies within 24 hours of order
- Provide monthly reports of spending on food and supplies

PCCD is also looking to increase local business participation in this contract and encourages all qualified vendors to participate in this contract proposal. Large (non-local) supply vendors should attempt to joint venture or sub-contract with local food supplier vendors.

II. Scope of Services

General Services
The annual spend of $500,000 is only for informational purposes to provide you with an estimate of PCCD purchases throughout the year. It is not an estimate of what we are going to purchase as we cannot guarantee any quantities, nor can we forecast what our purchases will be in advance of the academic school year.

FOB Point
The vendor will ship all products to the Laney College Cafeteria located at 900 Fallon Street, Oakland, CA 94607. There are three stops on the campus for each delivery. Laney College has the Cafeteria, Laney Bistro, and Bakery. There exists two different building addresses on campus one having two stops.

Purchase Order and Purchase Order Tracking
The PCCD Purchasing Department will issue a Blanket Purchase Order for the purchase of the supplies. Daily and or weekly, a designated Laney College Cafeteria Administrator will meet the sales representative or call, fax in or use the vendor’s proprietary software to place an order against the Blanket Purchase Order. The vendor is to ship the product and reference the Blanket Purchase Order on all shipping documents.

Invoicing
After each order is shipped the vendor will forward the Invoice to the Laney College Cafeteria Administrator for processing. Each Invoice must reference a Blanket Purchase order, or an individual Purchase Order issued by PCCD Purchasing Department. Do not invoice without a Purchase Order as this will delay payment to the vendor. Each order must be invoiced separately, and each Invoice must accompany a copy of the Original Order form and a copy of the Purchase Order. Invoices are to be separated by Product Categories agreed to by Vendor and Laney Administrator.
24 Hour Turnaround Time for Deliveries
All products should be delivered within 24 hours of receipt of order. All deliveries must be made during the hours of 6:00 A.M. to 8:00 A.M. on Monday, Tuesday, Thursday and Friday. The selected vendor can work with the college to establish a Key Drop system, but for the initial contract, all orders must be delivered between the hours listed above.

Pricing
PCCD is looking to work with a vendor who can pro-actively reduce the cost of procuring food supplies for PCCD. In order to receive consideration, the vendor must be a distributor of products and must be regularly engaged in the sale of such supplies and have in-depth technical knowledge and experience in the products covered by the contract.

PCCD has provided a BID Worksheet which lists sample items that the Laney Cafeteria, Bistro and the Bakery frequently purchases. Please price the list on this Bid Worksheet with your selling costs. Pricing will be reviewed on a firm fixed-price basis.

Monthly and Quarterly Reports
The Vendor should maintain a database of all PCCD product purchases; containing information regarding product type, quantity purchased, price, and frequency of purchase. On a monthly and quarterly basis the vendor will be required to submit reports to the Laney College Cafeteria Administrator as to how much PCCD has spent with the vendor and any volume discounts it’s entitled to. **The vendor will include cost increase and decreases for all items purchased in a mutually acceptable format**

Returns
PCCD may return any product for any reason without incurring a restocking charge. Should a product be received damaged, a designated Laney College Cafeteria Administrator will contact the vendor and request the product to be exchanged. The vendor must exchange the damaged product within 24 hours.

Product Pull Dates
Vendor will supply PCCD with Products that have a 30 day minimum pull date or use by date, excluding items that by its nature have a shorter pull or use by date. As an alternative, Vendor will inform PCCD of any items having a shorter pull or use date and obtain prior approval for the date variance prior to delivery.

Product Changes
If an ordered item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Vendor to search the marketplace and find an acceptable equal substitute in the time required for delivery. The Vendor must notify the Laney College Administrator in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of the Laney College Cafeteria Administrator will constitute default and a breach of contract.

Environmentally Sustainable purchases
The District is committed to making available locally sourced, organic and/or sustainably grown food to students, employees and community members in food-services establishments throughout the District. The District is required to use compostable utensils and serving containers unless such are not available for the purposes for which they are required; and is prohibited from spending District funds to procure or use polystyrene food containers, plates, and cups or glasses. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products and has a formal Board Policy 2.40 that all vendors must adhere to.
The District’s formal Environmental Sustainability Policy 2.40 is available for download at: http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf. Click on the link to view the environmentally sustainable purchasing policy and make sure the product your company will supply to PCCD meets the Environmentally Sustainable policy.

III. Submission Requirements

PCCD has scheduled a Mandatory Pre-proposal meeting on the date indicated in the cover page of this RFP, to review the submission requirements.

Please respond to the following 7 submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirement of the RFP. PCCD will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 7, in the order presented below. Please limit your total response to 10 pages (excludes the required attachment forms provided with this RFP).

Submittal Format:
Responses may not be longer the 10 pages (one sided or 5 pages double sided), printed on 8 ½” x 11” papers and formatted in no smaller than 11 point font. Each section shall be numbered according to the sections below. All submitted material must only be bound with only one staple in the upper left corner. Please no binders or any other type of spiral binding. Submittals must fit into an 8 ½ x 11 folder.

1. Company Information: Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and FAX numbers, and names and titles of key personnel and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.

2. Knowledge, Experience, and References: Provide relevant information about your company’s knowledge and experience, including a list of three (3) local clients that can vouch for your quality of service. Make sure to provide the names, addresses and contact information of three (3) local clients with a brief description of the product and service that demonstrate your experience.

3. Response Time and Plan: The Vendor must be able to deliver the supplies within 24 hours of receiving the order. Please provide a statement/plan on your order and delivery process that will demonstrate your capability to deliver supplies within 24 hours. Please also state your hours of operation. Provide any information about your firm’s ability to setup a Key Drop system for deliveries.

4. Proposed Costs and Volume Rebates: Provide the cost for the selected items on the attached Bid Worksheet and provide three (3) copies of your catalog with your proposal. The PCCD Bid Worksheet is a sample of the products we intend to purchase and is only provided as a way to compare bid amounts amongst Vendors. Please price the items on this Bid Worksheet with your normal selling prices as any item you quote on the Bid Worksheet will be the price the District purchases those items.

If your company provides volume discounts or rebates for purchases; attach your discount structure/tier levels to the Bid Worksheet. Make sure you clearly delineate your price structure so that the District is able to compare your pricing structure against your competition.

In the event an item is discounted, or new items are added or replaced. The Vendor shall notify PCCD in writing. Increase in price of any item will require prior approval by PCCD prior to purchase.
5. **Debarment:** Provide a statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the Agency that debarred your firm. The District must review the reason and duration for the debarment before it can determine if your firm can be consider for this project.

6. **Environmentally Sustainable Procurement:** It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. Does your product or service promote the District’s Environmentally Sustainable Procurement goal? Please use the attached Environmentally Sustainable Procurement form to describe how your product or service directly meets the District’s goal. If your product or service does not directly meet the District’s goal, then describe what initiatives your firm has taken to become more environmentally sustainable. The District will evaluate each response, and more points will be awarded to firms who products and services directly meet the District’s Environmentally Sustainable Procurement goal.

7. **Required Forms:**
The Vendor must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposals. Failure of the vendor to provide any information requested in the RFP, may result in rejection for non-responsiveness. (These required forms will not count against the 10 page maximum for your response.)

**IV. Evaluation Criteria**

Prior to contract award, the Peralta Community College District must be assured that the responder (vendor) selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Peralta Community College District is unable to assure itself of the responder’s ability to perform under the contract, if awarded, the Peralta Community College District has the option of requesting from the responder, any information that the Peralta Community College District deems necessary to determine the responder’s capabilities. If such information is required, the responder will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the district will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights (Points) listed below.
Evaluation Criteria

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overall Vendor’s Capacity to Provide Quality Service</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>Vendor’s capacity to provide professional service as evidenced by the</td>
<td></td>
</tr>
<tr>
<td></td>
<td>responses to items 1, 2, 3, and 5 of Submission Requirements section.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Vendor’s references as evidence from your response to item 2 of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Submission Requirements section.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Response Time and Plan</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>As evidence from your response to item 3 of Submission Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>section</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proposed Costs and Volume Discounts</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>As evidence from your response to item 4 of Submission Requirements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>section and as provided on the PCCD Bid Worksheet and any Volume</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discount offered.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Environmentally Sustainable Procurement</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Do your product or service meet the District’s Environmentally</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sustainability initiatives? (Item 6 of Submission Requirements section.)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>SLBE</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Does your company meet the District’s definition of an SLBE or SELBE?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

V. Additional Requirements:

A. Cost of Participation in Selection Process
   Costs for developing responses to this RFP are entirely the responsibility of the firm and shall not be chargeable to the District.

B. District Rights:
   The District reserves the right to waive any irregularities or required formalities or to amend or cancel, in part or entirety, this request for information if it is in the best interest of the District.

C. Law Compliance
   The Vendor must comply with all laws, ordinances, regulations and codes of the Federal, state, and local governments which may in any way affect the preparation of proposals or the performance of the contract.
D. **Public Records:**
Except for materials deemed Trade Secrets (as defined in California Civil Code 3426.1) and materials specifically marked “Confidential” or “Proprietary”, all material submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to the RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested material until otherwise ordered by a court of competent jurisdiction.

E. **Proposal Considerations**
PCCD has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board’s choice of the award.

F. **False Statements**
False statements in a proposal will disqualify the proposal.

G. **Legal Proceeding Waiver**
The Vendor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

H. **Taxes**
The Vendor will be responsible for all Federal, State and Local taxes.

I. **Grade of Service**
The Vendor must provide professional service and maintain appropriate personnel to provide expedient and courteous service. Trucks will be loaded in a pre-approved sequence and will stop at pre-approved locations. Substitute drivers will adhere to the pre-approved loading sequence and delivery stops.

J. **The Vendor’s Liability**
The Contractor shall be responsible for any and all damages to the PCCD premises resulting from the negligent acts or willful misconduct of the Contractor agents or employees.

K. **Contract Termination**
PCCD may terminate the agreement with the Vendor on thirty days notice for the failure of the Vendor to comply with any term(s) of the agreement between PCCD and the Vendor.

L. **Award Consideration**
Award of contract will be based on the information submitted as a result of this RFP.
M. Amendments
The Peralta Community College District may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The vendor’s are required to acknowledge receipt of any amendments (addenda) issued to this RFP by returning a signed acknowledgement of each amendment issued. Signed copies must be received on or before the time set for receipt of offers. The Peralta Community College District shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or request for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

N. Withdrawal or Modification of Offers
The Vendor may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

O. Acceptance
Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the District based on initial submission without discussions or negotiations.

The District reserves the right to reject any or all offers and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of the offer if deemed in the best interest of the District. Failure of the vendor to provide in its offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the vendor to meet or exceed any stated minimums in the RFP may also result in rejection for reasons of non-responsiveness.

P. Award and Length of Contract
The Board of Trustees shall not be bound to accept the lowest-quote fee. The Board will award the contract to the firm select through the competitive process outlined in this RFP. The contract will be for one year and may be terminated at any time should the Vendor not perform satisfactorily. Based on satisfactory performance by the Vendor, PCCD will have the option to issue two one-year annual renewable contracts not to exceed a total period of 3 years.

Q. Representations
No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Vendor’s must rely solely on its own independent assessment as the basis for the submission of any offer made.
Peralta Community College District

VENDOR’S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

____________________
Date

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Fax</th>
<th>Email Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City/State</th>
<th>Zip Code+ 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/State</th>
<th>Zip Code + 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Organization (Check one)  Individual ☐ Partnership ☐ Corporation ☐

<table>
<thead>
<tr>
<th>Name of Owner(s)</th>
<th>State of Incorporation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Partners</th>
<th>(I) Indicate (G) General (L) Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Local Address


Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino/other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>% of assets</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino/other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
</table>

The District is identifying vendor workforce as follows:

<table>
<thead>
<tr>
<th>Total #</th>
<th>Asian-American (Chinese, Japanese, Korean, Vietnamese)</th>
<th>Black or African-American</th>
<th>Filipino</th>
<th>Latino/other than Mexican or Mexican-American</th>
<th>Mexican or Mexican-American</th>
<th>Native American</th>
<th>Pacific Islander, other Asian</th>
<th>White</th>
<th>Disabled</th>
<th>Veteran</th>
<th>Women</th>
<th>Subcontractor</th>
<th>Employee</th>
<th>Apprentice</th>
</tr>
</thead>
</table>

Attachment 1, Page 1 of 2
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

Detail steps taken by vendor since inception to assure non-discriminatory recruiting, hiring, and apprenticeship, placement, promotion, demotion, layoff and termination practices. Use separate sheet if necessary.

What are you interested in providing the District? (e.g., construction, consulting, goods or services).

<table>
<thead>
<tr>
<th>Main Headquarters Office(s)</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Telephone</td>
<td></td>
</tr>
<tr>
<td>(List all as applicable)</td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees _____

<table>
<thead>
<tr>
<th>Local Office(s) Address/Telephone</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(List all as applicable)</td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees _____
| Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract          | 1. |
| (Please use the Zip+4®) Use separate sheet as necessary | 2. |
|                                                           | 3. |
|                                                           | 4. |
|                                                           | 5. |
|                                                           | 6. |
ENVIRONMENTALLY SUSTAINABLE PROCUREMENT

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of environmentally sustainable products, such as products with high recycled content, remanufactured products, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, locally sourced organic/sustainably grown foods, compostable utensils, non polystyrene food containers, non petroleum-based inks, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District’s SLBE program.

The District’s formal Environmental Sustainability Policy 2.40 is available for download at http://www.peralta.edu/projects/4/Purchasing%20Procedures/BP_2_40_Environmental_Sustainability_Policy_FINAL_3-31-08.pdf Click on the link to view the environmentally sustainable purchasing policy.

Vendor Statement and Signature

The long-term goal of the District is to purchase products with zero waste, high recycled content, produced and delivered in an environmentally sustainable manner. Does your product or service promote the District’s Environmentally Sustainable Procurement goal?

______ Yes*  ______ No

*If Yes, you are required to describe how your product or service that you are providing to the District will promote the District’s Environmentally Sustainable Procurement goal.


I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Contractor Name: __________________________  Title: __________________________

Authorized Signature: __________________________  Date: ________________________
CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all subcontractors to do the same.

__________________________________________
Contractor

By: _____________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that ______________________________________________________

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

a. Actual racial, gender and residential workforce composition of your company for the contract work.
b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.
c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: __________________________________________

Date

______________________________________________

Print Name
Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:

   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: __________________ Bid Name: ______________________________________

Signed

Printed or typed name

Date

Title
Peralta Community College District

NON-COLLUSION AFFIDAVIT
(To be executed by bidder and submitted with bid)

RFP: 12-13/11 Food and Supplies for Laney Cafeteria Operations (Re-Bid)

State of California, County of ________________

(Name) ____________________________________________, being first duly sworn, deposes and says that he or she is (title)______________________ of (company)____________________________ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: ____________________ Signature: ____________________________________________
GENERAL PROVISIONS

Definition: The words Contractor means any Bidder, Vendor or Proposer who provides a good, service or construction to Peralta Community College District (PCCD).

1. ASSIGNMENT/DELEGATION: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plans, insurance, bonus or similar benefits DISTRICT provides its employees.

3. INDEMNIFICATION:
   
   (a) CONTRACTOR agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release DISTRICT, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of CONTRACTOR hereunder, whether or not there is concurrent passive or active negligence on the part of DISTRICT, but excluding liability due to the sole negligence or willful misconduct of DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

   (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR’S performance hereunder.

4. INSURANCE: With respect to the performance of work under this Agreement, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as described below:

   (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

   (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $1,000,000 combined single limit for each occurrence and $2,000,000 in the aggregate. Said insurance shall include, but not be limited to: premises and operations liability, independent contractors liability, and personal injury liability.

   (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

   (d) Each said comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

   (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) **Professional Liability** Not Applicable

(f) **Documentation:** The following documentation shall be submitted to the DISTRICT:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage's, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(g) **Policy Obligations:** CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(h) **Material Breach:** If CONTRACTOR, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from the CONTRACTOR resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

5. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

A purchase order number must appear on all invoices and notices, bills and payments. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be deemed given at the time of actual personal delivery. Changes may be made
in names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. **MERGER:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8. **TRANSFER OF RIGHTS:** CONTRACTOR assigns to DISTRICT all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by CONTRACTOR in connection with the project, if any. CONTRACTOR agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any action which would impair those rights. CONTRACTOR’S responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as CONTRACTOR may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of DISTRICT.

9. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, transgender status or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

10. **EXTRA (CHANGED) WORK:** Only the Chancellor or designee may authorize extra (and/or changed) work. The parties expressly recognize that DISTRICT and College personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

11. **CONFLICT OF INTEREST:** CONTRACTOR represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. CONTRACTOR further represents that in the performance of this Agreement, no person having such interest will be employed.

12. **OWNERSHIP OF WORK PRODUCT:** DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by CONTRACTOR prior to termination of this Agreement by DISTRICT or upon completion of the work pursuant to this Agreement.

13. **CONTRACTOR’S WARRANTY:** DISTRICT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONTRACTOR’S work by DISTRICT shall not operate as a waiver or release.

14. **TAXES:** CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on those earnings.
15. **DUE PERFORMANCE:** Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

16. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.

17. **NO WAIVER OF BREACH:** The waiver by DISTRICT of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

End of Section
Peralta Community College District

RFP Acknowledgement and Signature Form
12-13/11 Food and Supplies for Laney Cafeteria Operations (Re-Bid)

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Bidder's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _________________________

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor Name: ____________________ Title: ____________________

Contact Person: ____________________

Address: ____________________

Telephone: ____________________ Fax: ____________________

Contractor License #: ____________________ Expiration Date: ____________________

Federal Tax Identification Number: ____________________

Authorized Signature: ____________________ Date: ________________

Decline Proposal:

We do not wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our vendor list.

Reason: ________________________________________________________________

__________________________________

Company: ____________________ Address: ____________________

Name: ____________________ Signature ____________________ Date: ________________

Attachment 9, page 1 of 2
Peralta Community College District

Bid Worksheet

RFP 12-13/11 Food and Supplies for Laney Cafeteria & Bistro Operations

The PCCD Bid Worksheet lists sample items that the Laney Cafeteria and Bistro may or may not frequently buy. This Bid Worksheet is just a subset of the items that PCCD will or may purchase and is used to determine who the lowest cost Vendor will be. However, please be mindful that quantities listed on the Bid Worksheet are estimates. Actual quantities may vary from year to year. Please price the items on this Bid Worksheet with your normal selling price, as any item you quote on the Bid Worksheet will be the price the District purchases those items for. Please attach any Volume Discount schedules/tiers that your company offers to this bid worksheet. Also include three (3) copies of your companies catalog with your proposal.

Sample Items:

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Pack Size</th>
<th>Sample Quantity</th>
<th>Price per Pack Size</th>
<th>(Case) Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACON, PORK 14-16 CT SHNL</td>
<td>15 LB</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BACON, PORK 16-18 CT SHNL</td>
<td>15 LB</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEAN, KDNY DARK RED BRINE CND</td>
<td>6/#10 CN</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEAN, PINTO FCY CND IN BRINE</td>
<td>6/#10 CN</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEEF, PTY GRND 80/20 5:1 RND</td>
<td>100/3.2 OZ</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BEEF, PTY GRND CHUK 80/20 ANGUS</td>
<td>48/4 OZ</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BREAD, WHEATBERRY THCK 38 Z</td>
<td>8/38 OZ</td>
<td>120</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BREAD, WHT OLD FSHND SLCD FZN</td>
<td>8/38 OZ</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUN, HMBGR PLN 4&quot; SLCD</td>
<td>10/12 EA</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BUTTER, SOLID AA UNSLTD SWT</td>
<td>30/1 LB</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAPPUCCINO, FRNCH VNL PWDR</td>
<td>6/2 LB</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATFISH, 5-7 Z SHANK FIL BND</td>
<td>15 LB</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHEESE, CHEDR MILD SLCD .75 Z</td>
<td>4/2.5 LB</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHEESE, CHEDR MILD LOAF REF</td>
<td>2/5 LB</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHEESE, SWIS SLCD .75 Z REF</td>
<td>4/2.5 LB</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHICKEN, BRST SNGL LOBE 4 Z</td>
<td>48/4 OZ</td>
<td>275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHICKEN WINGETTES</td>
<td>10LB</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHIP, PTATO KTL BBQ SS BAG</td>
<td>64/1.375 OZ</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHIP, PTATO KTL JLP SS BAG</td>
<td>64/1.375 OZ</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Description</td>
<td>Pack Size</td>
<td>Sample Quantity</td>
<td>Price per Pack Size</td>
<td>(Case) Extended Price</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>CHIP, TORTLA COOL RANCH TRGLE</td>
<td>64/1.75 OZ</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHIP, TORTLA CORN WHT RND</td>
<td>6/2 LB</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHOCOLATE, CHIP SEMI SWT 4000</td>
<td>25 LB</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COCOA MIX, HOT CHOC INST PWDR</td>
<td>12/2 LB</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CREAM, HVY 40% REF BOX CA,STD</td>
<td>6/5 GA</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DETERGENT, POT &amp; PAN-DAWN</td>
<td>2/5 LB</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STARBUCKS-COFFEE FRAPUCN-O-BOTTLE</td>
<td>12-9.5OZ</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EGG, SHL LG GRD AA FRESH REF</td>
<td>15 DZ</td>
<td>140</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EGGS-LIQUID</td>
<td>2/20LB</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FLOUR, HOTEL &amp; RSTNT AP BLCHD</td>
<td>50 LB</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FORK, MW WHT POLYP BULK 6&quot;</td>
<td>1000 EA</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GLOVE, LATEX LG PWDR FREE CRM</td>
<td>4/100 EA</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAM, PIT SMKD HONY 3DM PREM</td>
<td>15 LBA</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAYONNAISE, POUCH SS SHLF</td>
<td>500/12 GR</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILK SOY PLAIN</td>
<td>12/32 OZ</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MILK, 2% REDUC FAT RBST FREE</td>
<td>2/1 GA</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAPKIN, DISPR INFLD WHT 6.5X10</td>
<td>24/250 EA</td>
<td>53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PASTRAMI, TRKY CURED CKD REF</td>
<td>4/3-4 LBA</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAPER PLATE 9 INCHES</td>
<td>1000</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTATO, FF 3/8&quot; SC SKON NTRL</td>
<td>6/4.5 LB</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALMON, ATLNTIC 4 Z FIL PBO</td>
<td>10 LBA</td>
<td>23</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAUSAGE, TRKY PTY BKFST DARK</td>
<td>100/1.6 OZ</td>
<td>46</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHRIMP-COOKED 21/25</td>
<td>5LB</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SOUR CREAM-ALL NATGRADE A</td>
<td>2/5LB</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUGAR, GRAN CANE BAG</td>
<td>50 LB</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TORTILLA FLOUR PRSSD</td>
<td>10/10CT</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VEGGIE PATTIES-MORNINGSTAR</td>
<td>20/1.8 OZ</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YOGURT, STWBY REF</td>
<td>12/6 OZ</td>
<td>50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Price**

**Other Charges:**

Per Trip Delivery Charge: $____________

Vendor Name: ___________________________ Title: ___________________________

Contact Person: ___________________________________________________________

Authorized Signature: ___________________________ Date: ___________________