



Peralta Community College District

REQUEST FOR PROPOSAL

RFP No.: 13-14/30 College of Alameda Cafeteria Food Services

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

Proposal Description	College of Alameda Cafeteria Food Services
Proposal Type	Service
Proposal Number	13-14/30
Proposal Issued	May 7, 2014
Department	Purchasing Department
Mandatory Pre-proposal Meeting	May 20, 2014 at 10:00 AM College of Alameda 555 Ralph Appezato Memorial Parkway Building - A, Room A 149 Oakland, CA 94619
Scheduled Publication Dates	May 7, 2014; May 14, 2014
Proposal Due Date	June 3, 2014 at 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Peralta Community College District Purchasing Department Attn: Seraphine Nzomo 501 5 th 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 <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• 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:

Available	Location
Yes	Peralta Community College District Purchasing Department 501 5 th Avenue Oakland, CA 94606 Monday through Friday 8:30 AM to 4:00 PM (510) 466-7225
Yes	Website: www.peralta.edu Click "District Office", then click "Purchasing" and then click "List of Current RFPs/Bids" to download the bid packet.

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:

Primary Contact	Seraphine Nzomo, Assistant Buyer Fax: (510) 587-7873 Email: snzomo@peralta.edu
Question/RFI Due Date	May 23, 2014 at 4:00 p.m. Please submit questions as soon as possible. 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.
Response Date	May 28, 2014 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.

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 Department

Table of Contents

I. Project Overview	1
II. Scope of Services.....	1
III. Contractor’s Responsibility.....	5
IV. Submission Requirements.....	6
V. Additional Requirements	7
VI. Timeline and Evaluation Criteria.....	9

Attachments:

	Title	Must Be Returned with Proposal
1	Vendor Questionnaire and Certificate by Compliance	Yes
2	Environmentally Sustainable Procurement	Yes
3	Certificate Regarding Workers’ Compensation	Yes
4	Statement of Equal Employment Opportunity	Yes
5	Small Local Business Enterprise/Small Emerging Local Business Enterprise Program	
6	SLBE/SELBE Self Certification Affidavit	Yes, If applicable
7	Non-Collusion Affidavit	Yes
8	General Provisions	
9	RFP Acknowledgement and Signature Form	Yes
10	Exhibit 1, List of Equipment Provided by District	

I. Project Overview

The Peralta Community College District (DISTRICT) is seeking Request for Proposals (RFPs) from established food service providers for the College of Alameda cafeteria. The successful proposer shall have the capability to improve the diversity and quality of food offered, provide a creative menu at reasonable prices for students, faculty and staff, while maintaining a clean and sanitary facility free of debris. The proposer must be capable of operating in a high energy setting and provide pleasant and courteous customer service.

College of Alameda anticipates having a newly contracted food service provider on board in the Fall of 2014. The campus has approximately 3,000 Full Time Equivalent Students, (which equates to approximately 6,000 students) and is open Monday through Thursday 8:00 A.M. to 8:00 P.M., and on Fridays from 8:00 A.M. to 3:00 P.M. The District does not guarantee any food sales or quantities.

A recent survey, conducted by the campus focus groups to determine the types and quality of food that should be served, reveals the following:

Breakfast suggestions: Traditional breakfast menu could be supplemented with healthy alternatives such as hot oatmeal (not packaged), granola, non-fat milk, soy milk and wider selection of fruit. They would like premium coffee at reasonable prices and better selection of pastries.

Lunch suggestions: Supplement traditional lunch entrees with healthier options (brown rice, turkey or veggie burgers). Keep the pizza and pasta selections, while adding more Mexican entrees, such as tacos, burritos and black beans. Provide more barbecued items like pulled pork, coleslaw and potato salad. Chinese food items, a salad bar and a wider variety of soup are preferred. The students also expressed an interest in seeing weekly specials offered and theme oriented meals.

The campus would also like to see a redecorating of the dining area to make it look more like a college and less like a high school. This could be done with adhesive-backed posters and improved menu displays. Other suggested offerings include ice cream (cones and sundaes), popcorn (for free on certain days) and raffles with prizes.

II. Scope of Services

The successful company (CONTRACTOR) shall provide cafeteria food services management and operations in a manner in which best fulfills the following program objectives.

1. To provide an appealing and nutritionally sound food program for students and faculty at an economical price.
2. To promote and educate the nutritional awareness of food
3. To conform and adhere to the District's Environmental Sustainability Policy, 2.40 Section (C) (6 and 7), which states:
 - "The District is committed to making available locally sourced, organic and/or sustainability grown food to students, employees and community members in food-services establishments throughout the District."
 - "Food service programs, caterers, vendors, departments and programs in the Peralta Community College District are: 1) required to use Compostable utensils and serving containers unless such are not available for the purposes for which they are required; and 2) prohibited from spending District funds to procure or use polystyrene food containers, plates, and cups or glasses."

The District's entire 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

The Peralta Community College District (PCCD) will award a contract to provide cafeteria food service for College of Alameda. If your company is interested in participating in this process, please read the below guidelines and submit a proposal for this service.

- A. SCOPE AND NATURE: DISTRICT hereby grants to CONTRACTOR the right to sell prepared food, food products, candy, and non-alcoholic beverages at DISTRICT'S premises **located at College of Alameda, 555 Ralph Appezzato Memorial Parkway, Alameda, CA 94501**. DISTRICT reserves the right to sell coffee, beverages, candy and other snacks at the College Bookstore and other appropriate campus locations.
- DISTRICT reserves the right to use food service vendors of its choice for special events that may be held from time to time on the College of Alameda campus.**
- B. FACILITIES, EQUIPMENT AND FOOD PRODUCTS: DISTRICT agrees at its expense to provide CONTRACTOR with suitable cafeteria space (including adequate sanitary toilet facilities and dressing rooms for CONTRACTOR'S Employees), completely equipped and ready to operate together with such heat, refrigeration and utilities service as may be reasonably required for efficient performance of this Agreement. **CONTRACTOR acknowledges that Exhibit 1 is the complete list of equipment provided by DISTRICT.** DISTRICT shall furnish building maintenance services for the premises. DISTRICT shall promptly make equipment repairs and replacements for College of Alameda property as needed due to normal wear and tear. DISTRICT agrees to give contractor reasonable (as soon as the District is made aware of) notice of impending maintenance shut downs, stoppages or interruptions of electric power. Damage to DISTRICT'S equipment or facilities due to CONTRACTOR'S intentional or negligent acts will be repaired or replaced at the CONTRACTOR'S expense.
- C. CLEANING RESPONSIBILITIES: CONTRACTOR will be responsible, as a direct cost of operation, for routine cleaning and housekeeping in the food preparation and service areas and for the bussing and cleaning of tables and chairs in the dining area, regularly during the hours of operation and should be left clean at the end of the day. Spills, messes, etc. should be cleaned as soon as possible. DISTRICT will provide regular cleaning service for the cafeteria, its walls, windows, floors, light fixtures, blinds, and periodic maintenance of floors. CONTRACTOR will maintain high standards of sanitation while DISTRICT will be responsible for trash and garbage removal from cafeteria site and extermination service.
- D. FOOD SERVICES: CONTRACTOR shall furnish nutritious, wholesome, palatable food to the students, employees and visitors of DISTRICT at such hours and locations indicated in the RFP.
- E. MENUS: The DISTRICT will have the right to approve/deny menu items. Meal prices and portions shall be recommended by CONTRACTOR subject to approval of the District. The successful company will not alter the price approved without prior notice to and approval by the District.
- F. PRICES: CONTRACTOR to set prepared food and food product prices with the mutual consent of DISTRICT (including all taxes). If CONTRACTOR sustains increased product cost or other cost, CONTRACTOR may increase its prices with mutual consent of DISTRICT to recover such increased costs, maintaining its historical markup. CONTRACTOR shall have the right to implement such price increases ten (10) working days following mutual agreement as to the amount of such increase.
- G. PERSONNEL: CONTRACTOR to maintain an adequate staff of its employees on duty at DISTRICT'S premises for efficient operation, and to provide expert administrative, dietetic,

purchasing, and personnel training and supervision. Proposed personnel are subject to the approval by the District. If personnel are unsuccessful, the District reserves the right to remove said personnel.

CONTRACTOR shall hire and retain employees in CONTRACTORS' food service operation as its direct cost. At no time will CONTRACTORS' employees be employees of the PERALTA COMMUNITY COLLEGE DISTRICT while such persons perform food service duties under CONTRACTOR'S supervision and payroll.

CONTRACTOR will provide adequate training to assure the efficient operation of the food services unit and effective personnel relations to all new and current CONTRACTOR'S employees.

CONTRACTOR is encouraged to hire as employees as many qualified College of Alameda students as possible. Employees hired by CONTRACTOR to perform services at DISTRICT'S premises may be subject to appropriate background checks and fingerprinting clearance.

- H. HEALTH EXAMINATIONS: CONTRACTOR is to cause all its employees assigned to duty on the DISTRICT'S premises to submit to pre-employment and periodic health examinations at least as frequently and as stringently as required by law. The cost of such examinations shall be a direct cost to CONTRACTOR.
- I. RETURN OF EQUIPMENT: CONTRACTOR to return to DISTRICT at the termination of this Agreement the cafeteria premises and all equipment furnished by DISTRICT in the condition in which received, except for ordinary wear and tear and except to the extent that said premises or equipment may have been lost or damaged by fire, flood or unavoidable occurrence, or damaged or stolen by persons other than employees. Inventory will be taken at the termination of this agreement by DISTRICT.
- J. ENHANCEMENT OF PHYSICAL PREMISES: CONTRACTOR to make reasonable efforts at its expense to enhance the physical attractiveness of the cafeteria space so as to provide an inviting environment to promote its food services sales.
- K. VANDALISM, RIOT, THEFT OR FORCIBLE ENTRY: Notwithstanding anything in this Agreement to the contrary, DISTRICT shall be responsible for providing adequate security for CONTRACTOR'S personnel, equipment, small wares and inventory while performing services under this Agreement on DISTRICT'S premises. DISTRICT will provide coverage of any loss to CONTRACTOR due to vandalism, riot, theft or forcible entry by DISTRICT'S employees or third parties. Should CONTRACTOR suffer a loss due to Contractor's negligence or vandalism, riot, theft or forcible entry caused by its own employees, then CONTRACTOR shall be responsible for all such losses (cash, value of inventory, and cost of repairs and/or replacement of small wares and equipment). CONTRACTOR will take precautions to secure the premises at the close of each business day.
- L. FISCAL ARRANGEMENTS: During the life of the contract, CONTRACTOR shall pay to the Associated Students of College of Alameda an amount equal to 6% of gross sales, on a monthly basis, during the academic year. In addition, Contractor agrees to provide gratuitous catering to events specified by the College of Alameda Vice-President of Student Services up to and in the amount of one thousand five hundred dollars (\$1500.00) per semester (Fall and Spring semesters). Fiscal arrangements shall be handled in a manner mutually acceptable to both the DISTRICT and CONTRACTOR and within thirty (30) calendar days following the close of each calendar month, CONTRACTOR shall submit a monthly statement of daily sales receipts together with a check covering food sales commissions, (6% of gross sales) payable to the Associated Students of College of Alameda for the prior month.
- M. ACCESS AND RECORDS: DISTRICT shall have full access to the cafeteria and equipment at all times with or without notice. CONTRACTOR shall keep full and accurate accounts and records using standard accounting methods in connection with the food service operation. All such

records shall be retained on the premises by CONTRACTOR for a period of two (2) years and may be audited by DISTRICT at any time during regular working hours.

N. RENEGOTIATION: The fiscal arrangements set forth in this Agreement are based on existing conditions, such as the labor cost, commodity cost, Federal, State, and local sales and excise taxes and license and permit fees now in effect. In the event of an increase or decrease in the aforementioned items, the CONTRACTOR and DISTRICT may renegotiate the sales commission to a mutually acceptable rate.

O. SUBCONTRACTING: CONTRACTOR shall not be allowed to sub-contract this agreement to third parties.

P. AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto and superseded in all respects all previous communications, understandings and agreements, either written or oral.

Q. NOTICE AND DESIGNATION OF PERSON RESPONSIBLE FOR IMPLEMENTATION OF AGREEMENT: DISTRICT designates the Dean of Student Support Services of College of Alameda as the on-site official responsible for implementation of this Agreement. CONTRACTOR designates its manager as the official responsible for implementing the terms of this Agreement. Where notice is required to be given under this Agreement, such notice shall be given by personal delivery to the following persons:

FOR DISTRICT:

Vice President of Student Services
College of Alameda
555 Ralph Appezato Memorial Parkway
Alameda, CA 94501

FOR CONTRACTOR

R. SUPERVISION: The company and its personnel shall not supervise, evaluate, or otherwise be engaged in managing classified employees of the District.

S. INSPECTION: Representatives from the Peralta Community College District reserve the right to inspect the companies other food service operations under its service prior to any award of this contract.

T. EQUIPMENT AND SPACE USE:

1. Upon the award of the contract, the District shall provide the successful company with a physical inventory of all non-expendable supplies and capital equipment at the start of the contract. With sufficient notice, disposition or acquisition of new items must be approved in advance by the District.
2. Ownership of all non-expendable supplies and capital equipment shall remain with the District. However, the successful company must take such measures as may be reasonable required by the District for the protection against loss, pilferage or destruction.

U. LICENSES, PERMITS AND TAXES: CONTRACTOR to secure and pay for Federal, State and local licenses and permits required for operation of the food services provided for herein, and pay all sales, excise and state and local income taxes attributable to the food service provided for herein.

III. Contractor's Responsibility

The Contractor is responsible for all aspects and operations of cafeteria food service, and the following items:

1. Purchase food, supplies, services, and equipment and control of inventories of food supplies, and equipment.
2. Planning menus for each type of service on a monthly basis, preparation of printed menu copies, and distribution of menus.
3. Establishing nutrition awareness and nutrition education programs for students, staff members, and the community.
4. Promotion and marketing activities to achieve and maintain the highest optimal level of participation by students and staff members.
5. Compliance with all applicable legal requirements, including the Clean Air Act (42 USC Part 1857[h]); Section 508 of the Clean Water Act (33 USC Part 1368); Executive Order 11738, Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60); Section 103 of the Federal Contract Work Hours and Safety Standards Act, and Environmental Protection Agency regulations (40 CFR Part 150). Compliance with applicable provisions of the California Education Code; the California Code of Regulations, the California Environmental Quality Act; Peralta Community College District policies and administrative regulations; and any other statutes, ordinances, codes, rules, or regulations which may govern the operation of the food service program.
 - a. Violations of federal laws or regulations will be reported to the United States Department of Agriculture, Food and Nutrition Services, and/or the United States Environmental Protection Agency.
 - b. CONTRACTOR shall not utilize a facility listed on the United States Environmental Protection Agency List of Violating Facilities.
6. Prepare annual budget to indicate a detailed accounting anticipated revenues for the respective fiscal year. Said budget shall constitute a part of the agreement between DISTRICT and CONTRACTOR.
7. Obtain and maintain licenses or permits as may be required by governmental agencies for operation of the Food Service program.
8. Development and publication of specifications for food, supplies, services, and equipment to be obtained by the food service department and monitoring to ensure quality and compliance with said specifications.
9. Assist in maintaining records as required by federal, state, district, and other local sources.
10. Maintenance of safety and sanitary conditions in compliance with county, state, and federal standards.
11. Assist in preparation of meals to meet special diet needs if required by state or federal laws or regulations.

IV. Submission Requirements

Please respond to the following nine (9) 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 9, in the order presented below. Please limit your total response to 20 pages** (excludes the required attachment forms provided with this RFP).

1. Company Information:

- A. 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 a brief history of your company.
- B. 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.
- C. Provide a complete balance sheet or annual report (certified by a public accountant) for the last three years of operation (This does not count against your 20 page response limit.)

2. Personnel, Training Information and Nutritional Plan:

- A. Provide names and resumes of key personnel who will be responsible for this project.
- B. Provide a description of training and development programs for employees and managers that can demonstrate your ability to operate a Cafeteria Service.
- C. Provide your plan on how to promote nutritional awareness of food.

3. Knowledge and Experience: Provide relevant information about your company's knowledge and experience, including a list of three or more references where you have rendered cafeteria food services to organizations comparable in size and scope to the District. At minimum include the following information:

- A. Name and address of company, including prior names
- B. Principal point of contact and phone number, if any
- C. Scope of work
- D. Any record of complaints to consumer agencies against your company
- E. Explain in detail the duration and extent of experience with similar school district food services in California, including name, address and phone number of contact person for each operation.

As part of the evaluation process, the DISTRICT may visit the CONTRACTOR'S place of business (or a place of business where the CONTRACTOR has a current contract), to evaluate the business. Not all CONTRACTORS will be visited. Please provide an address (preferably local) where the DISTRICT may visit.

4. Commissions: The Contractor shall agree to a percentage of sales (listed in the Fiscal Arrangement Section) being paid to the Associated Student Government of College. The Contractor shall provide in detail a proposed schedule of commissions to be paid monthly to the Associated Student Government. As sales pass an identified threshold, the College expects the percentage of commission to escalate. In replying to this RFP the Contractor should identify it is willing to pay at certain sales thresholds and agrees to provide \$1500 in gratuitous catering per the Fall and Spring semesters.

5. Menus and Marketing Samples:

- Provide a sample menu for 20 days (including pricing). Include nutritional and healthy foods in the menu items.
- Provide copies/sample promotional and/or marketing materials used to attract students to the program.

6. **Adherence to the District's Environmentally Sustainability Policy:** Provide a statement that you can agree to abide by the District Environmentally Sustainability Policy 2.40, as it relates to cafeteria and food service operation.
7. **Required Forms:** The Contractor 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 forms do not count against your 20 page response limit.)
8. **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.
9. **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.

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 Proposal, 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

The District 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 Contractor relationship to PCCD shall be that of independent contractor and not deemed to be agent of PCCD.

H. Taxes

The Contractor will be responsible for all Federal, State and Local taxes.

I. Grade of Service

The Contractor must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

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

The District 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 acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. 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 a one-year contract. The District will have the option to issue a one year annual renewable contract not to exceed a total period of 3 years (at the costs quoted in this proposal).

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.

VI. Timeline and Evaluation Criteria

Projected Timeline

Below is the proposed timeline for this RFP.

RFP Issued.....	May 7, 2014
Pre-proposal Meeting and bid walk	May 20, 2014
Response due.....	May 24, 2014
District Review and Recommendation	June 2014
Anticipated Board Approval	June 2014

Prior to contract award, the Peralta Community College District must be assured that the responder (Contractor) 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.

Evaluation Criteria

The Selection Committee will review the proposals for format and to ensure conformance with the requirements of the RFP and may select finalists to interview with the committee as a part of the committee's evaluation process. The Peralta Community College District does not guarantee that an interview will take place. Peralta Community College District reserves the right to select a contractor based solely on the information provided in the proposals received in response to the Request for Proposal. 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.

Item	Criteria	Points
1	<u>Company Information, Resources, and Key Personnel</u> Contractor's capacity to provide professional service as evidenced by past performance, training programs, resources, and from list of key personnel. (Items 1 through 2B, and item 6 and 8, of Submission Requirements section).	20
2	<u>Nutrition Plan</u> Contractor's response to Item 2C of Submission Requirements section.	10
3	<u>References, Knowledge and Experience</u> Contractor's knowledge and experience in food preparation. (Item 3 of Submission Requirements section).	25
4	<u>Sales Commission</u> Contractor will be evaluated based on sales commission provided to the Associated Student Government of College of Alameda (Item 4 of Submission Requirements section).	15
5	<u>Menu Variety, Price, and Marketing Promotions</u> Contractor's response to item 5 of Submission Requirements section.	20
6	<u>SLBE</u> Does your company meet the District definition of an SLBE or SELBE?	5
7	<u>Environmentally Sustainable Procurement</u> Does your product or service meet the District's Environmentally Sustainability initiatives as it relates to Cafeteria and Food Services Operations and the District's Environmentally Sustainability Policy 2.40? (Items 6 and 9 of the Submission Requirements section).	5
	TOTAL	100



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 _____

Firm Name _____

Telephone _____

Business Fax _____

Email Address _____

Website _____

Street Address _____

City/State _____

Zip Code+ 4® _____

Mailing Address _____

City/State _____

Zip Code + 4® _____

Type of Organization (Check one) Individual Partnership Corporation

Name of Owner(s) _____

State of Incorporation (if applicable) _____

Name of Partners _____

(I) Indicate (G) General (L) Limited _____

Local Address _____

Amount of Annual Business _____

The District is identifying vendor ownership as follows:

	Asian-American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

The District is identifying vendor workforce as follows:

	Asian- American (Chinese, Japanese, Korean, Vietnamese)	Black or African- American	Filipino	Latino (other than Mexican or Mexican- American)	Mexican or Mexican- American	Native – American	Pacific Islander, other Asian	White	Disabled	Veteran	Women	Subcontractor	Employee	Apprentice
Total #														
% of assets														

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).

--

Main Headquarters Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	------------------------

Total # of Employees _____

Local Office(s) Address/Telephone (List all as applicable)	1. 2. 3.
--	------------------------

Total # of Employees _____

Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract (Please use the Zip+4®) Use separate sheet as necessary	1. 2. 3. 4. 5. 6.
--	----------------------------------



Peralta Community College District

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.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not Applicable	None	

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

Date

Printed or typed name

Title

Name of Company

Telephone

Fax



Peralta Community College District

NON-COLLUSION AFFIDAVIT

(To be executed by Vendor and submitted with the Proposal)

13-14/30 College of Alameda Cafeteria Food Services

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 (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$1,000,000. Any material change in limits, coverage or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event

(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 addressed as follows:

DISTRICT:

Peralta Community College District
333 East 8th Street
Accounts Payable Department
Oakland, CA 94606

CONTRACTOR:

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded "certified", or "registered" with proof of receipt. In all other instances, notices, bills, and payments 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

13-14/30 College of Alameda Cafeteria Food Services

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: _____

Exhibit 1, List of Equipment Provided by District

For RFP No.:13-14/30 College of Alameda Cafeteria Food Services

List of Food Service Equipment, spring 2014

ITEM	DESCRIPTION
1	Serving Station
2	Serving Station
3	Extra-large serving station with grill and food warmer
4	Small plug in oven
5	Microwave
6	Large Refrigerator
7	Large Refrigerator
8	Large Freezer
9	Table
10	Table
11	Sandwich Table
12	Sandwich Table
13	Pizza machine
14	Ice machine
15	Grill
16	Charcoal Grill
17	Fryer
18	Steamer
19	Electric Oven
20	Stove
21	Dough Mixer
22	Dough Flattener