

REQUEST FOR PROPOSAL

RFP# 024-13-01

for
PIZZA PRODUCTS
2023-2024 SCHOOL YEAR

Bid must be received no later than:

August 18, 2023, by 2:00pm

Deliver response to the office of:
Purchasing Department
2060 Challenger Drive,
Alameda, CA 94501

Alameda Unified School District
NOTICE TO BIDDERS
RFP No. 024-13-01

NOTICE IS HEREBY GIVEN that the Alameda Unified School District, hereinafter referred to as DISTRICT, invites and will receive sealed bid proposals from interested and qualified vendors for providing the Pizza Products for all the schools beginning October 1, 2023.

The bid package will be posted on the Fiscal page of DISTRICT website on July 14, 2023 and can be accessed at <https://www.alamedaunified.org/departments/fiscal-services> under “Current Bids”.

Sealed proposals shall be delivered and addressed to **Alameda Unified School District, Attn: Purchasing Department, 2060 Challenger Drive, Alameda, CA 94501** no later than **2:00 P.M. on August 18, 2023**. Proposals received after the scheduled Submittal Deadline will be rejected. Proposals must bear original signatures and figures.

The DISTRICT reserves the right to accept or reject any and all proposals and to waive any informality in bidding as deemed to be in the best interest of the DISTRICT. Proposals will remain open and valid for ninety (90) days after the date set for the opening. Any bidder may withdraw his/her proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. No objections concerning the application, meaning, or interpretation of these specifications will be considered after the opening of the subject proposals.

Shariq Khan
Assistant Superintendent
Business Services
Legal – East Bay Times
Publish Dates: 07/14/23 & 07/21/23

Alameda Unified School District
RFP No. 024-13-01

TENTATIVE SCHEDULE OF EVENTS

1. Advertising Dates	07/14/2023 and 07/21/2023
2. Bid Release Date	07/14/2023
3. Questions Due from Bidders	07/28/2023 by 2:00 pm
4. Answers Posted online	08/02/2023 by 5:00 pm
5. Bid Due Date	08/18/2023 by 2:00 pm
6. Notice of Intent to Award	08/23/2023 by 8:00 am
7. Protest Period Ends	08/30/2023 at 5:00 pm
8. BOE – Bid Award	09/12/2023
9. Contract Start Date	10/01/2023

ALAMEDA UNIFIED SCHOOL SITES - DELIVERY POINTS AND TIME (ONCE PER WEEK)

Time	Estimated Number of Pizza's	School Site	Address
9:15am	15 Cheese (10-cut)	WCDC	500 Pacific Ave, Alameda
9:30am	24 Cheese (10-cut)	Love	2025 Santa Clara, Alameda
9:45am	42 Cheese (10-cut)	Earhart	400 Packet Landing, Alameda
10:00am	32 Cheese (10-cut)	Ruby Bridges	351 Jack London, Alameda
10:30am	28 Cheese (10-cut)	Otis	3010 Filmore, Alameda
10:30am	32 Cheese (10-cut)	AoA	401 Pacific, Alameda
10:45am	37 Cheese (10-cut)	NEA/ACLC	1900 Third St, Alameda
10:45am	17 Cheese (10-cut)	Franklin	1433 San Antonio, Alameda
10:45am	27 Cheese (10-cut)	Maya Lin	825 Taylor Ave, Alameda
10:50am	20 Cheese (10-cut)	Paden	444 Central, Alameda
11:00am	24 Cheese (10-cut)	Bay Farm	200 Aughinbaugh Way, Alameda
11:00am	28 (10-cut)	Edison	2700 Buena Vista, Alameda
11:25am	15 Cheese (8-cut) 35 Pepperoni (8-cut)	Lincoln	1250 Fernside, Alameda
11:30am	3 Cheese (8-cut) 3 Pepperoni (8-cut)	Island	500 Pacific Ave, Alameda
Totals	326 Cheese (10-cut), 18 Cheese (8-cut), 38 Pepperoni (8-cut)		

INSTRUCTIONS AND CONDITIONS

Bid proposals are requested for furnishing the items described below in accordance with terms set forth herein. All bids must be F.O.B. destination and include all costs of shipping and handling to delivery point.

1. It shall be to the sole discretion of the School District to determine equality of items offered and suitability for School District use.
2. SAMPLES ARE REQUIRED FOR EVALUATION OF OFFERING.
3. Right is reserved by the Alameda USD to reject any or all proposals or to separate items in the proposals, unless the right is specifically denied by vendor.
4. The Alameda USD reserves the right to increase or decrease quantities of order at the same price as it best suit the needs of the District.
5. Vendors located outside of California are advised that Use Tax equal to the current State of California. Sales Tax will be added to their quote for evaluation purposes if California Sales Tax is not computed into their quote and/or a certificate number authorizing collection of California State Sales Tax is not provided.
6. The School District reserves the right to make payment only upon completion and receipt of delivery. Purchase Order assigned to the contract will be reference on every invoice, packing slip, delivery manifest, etc. Invoices for purchases at the delivered price are not due and payable until delivery of product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due forty-five (45) days from the date the food, non- food and paper products are received and accepted by the District, or forty-five (45) days from the date a correct invoice is received in the above office, whichever is later. The vendor must provide two (2) copies of each delivery invoice. The vendor will inform the district of any special discounts for payment received with a ten (10) day period.
7. All equipment and/or materials referred to in this RFP shall in all respects be in full compliance with all CAL/OSHA safety and health orders.
8. Unless otherwise indicated, prices quoted herein are considered FIRM and shall remain open and not be withdrawn for a period of one hundred and twenty (120) days after the due date. A successful vendor shall not be relieved of the bid submitted without the District's consent or vendor's recourse to PCC sections 5100 et.seq.
9. Successful bidder shall be required to furnish Certificate of Insurance and Endorsement naming the Alameda USD, its officers, officials, employees and agents as additional insured on all installation proposals. If insurance is required, it will be stipulated on the RFP form or in the detailed specifications.
10. Any questions regarding administrative bidding procedures and scope and/or specification should be emailed to the Purchasing Manager, Marilou Tirona at mtirona@alamedaunified.org on or before July 24, 2023, by 2:00pm.
11. In order to preserve uniformity and facilitate the award of contracts, no written bids will be considered unless made upon forms furnished by the District. Vendors shall complete this Bid Form and return the

original signed copy.

12. This RFP will result in an award of a formal contract. The award of the contract will be by action of the Governing Board and to the best value bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next best value bidder or release all bidders.
13. If a bidder does not bid on any line item, the bidder is required to write **"no bid"** in the space provided. If a bidder is not bidding the entire project, the bidder is required to write **"no bid"** across the face of the bid form, place the company name, sign, and date the form and return the form to the purchasing department.
14. No interest in the contract shall be transferred to any other party without the permission of the District.
15. **TERMINATION.** This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for products provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.
16. **FAILURE TO PERFORM.** The Alameda Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the purchases in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.
17. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
18. **INSURANCE REQUIREMENT.** During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability – all autos	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the Alameda Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the general and auto liability policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

19. **INDEMNIFICATION.** The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, volunteers, and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.
20. Non-Collusion Affidavit: In accordance with California law, Bidders must complete the attached Non-

Collusion Affidavit and submit it with their bid. See attached.

21. Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

SPECIAL VENDOR INSTRUCTIONS

AWARD OF CONTRACT

The Alameda Unified School District (AUSD) will evaluate proposals based upon the bidder's proven ability to comply with the specifications contained herein, as well as price, and taste of product. In submitting a response, bidder acknowledges that the District shall have the sole and final right to determine if the response is in compliance with these specifications. The District will evaluate and make an award to bidder whose response is in the best interest of the District.

The District reserves the right to reject any and all responses, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require and to be the sole judge of selection process. The District also reserves the right to negotiate separately in any manner to serve its best interest.

A written purchase order mailed or otherwise furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

SELECTION PROCESS

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the responses and arrange interviews with the finalist prior to selection.

The review committee will use the following criteria to evaluate the proposals:

<u>Criteria</u>	
35 %	Nutritional value and analysis
35%	Taste and appearance; quality
25%	Cost
5%	References (include at least 3 school districts)

The vendor must offer products and services meeting the District's specifications and be capable of delivering quality goods and services as required without minimum quantities. In the event of equal low written bids, preference shall be accorded to local firms in recognition of greater convenience. The District will also consider factors such as: vendor capability and competency, credibility, discounts offered and compliances with all aspects to the specifications.

The District reserves the right to postpone the selection process for its own convenience at any time, and to waive any informality in the proposals. The District retains the right at its sole discretion to select a Vendor.

This RFP process shall in no way be deemed to create a binding contract or agreement of any kind between the proposers and the Food & Nutrition Services Department. By submitting a response to this RFP, the successful Proposer agrees to execute a Contract Agreement with the Alameda Unified School District. The District reserves the right to negotiate any and all items of this Contract Agreement, including the Term, Scope of Services and Compensation.

SAMPLES

Samples will be required to be delivered between 1:30 P.M. – 2:00 P.M. on Friday, August 18, 2023 to Alameda Unified School District, 2060 Challenger Drive, Alameda CA 94501. A sample of each 16” pizza (cheese, pepperoni) as well as the recipe, ingredient list, complete nutritional information must be submitted at the above time. Samples must be delivered in insulated bags and must be in boxes labeled with company name and type of pizza. Samples must meet all specifications and be sliced into bite size pieces (24 slices per pizza. If your bid document and samples do not meet all the above specifications, your company will be considered non- responsive. Samples of items, when requested must be free of expense to the District. The District reserves the right to reject the bid of any bidder failing to submit samples as requested.

PRICES

Taxes shall not be included on the written bid form. At no time during the contract period, October 1, 2023 – September 30, 2024 shall the prices charged to the District exceed the price quoted on the written bid form for the period of the bid. If pricing changes, the vendor needs to give Child Nutrition a 30-day written notice. Delay due to unforeseen circumstances, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

ORDERING

Once the contract has been awarded, the ordering process shall be developed and maintained at the site level. Both parties shall maintain responsibility for the product ordered for any given day, although the vendor shall assure delivery of the amount ordered. Dates and times of deliveries are to be agreed upon in advance, and shall be based on the Districts academic calendar provided, and remain constant with the exception of holidays. If, for any reason, the District finds that the service or response from the vendor is unsatisfactory or does not meet the requirements and/or conditions called for in the bid, the District may cancel the contract. Delivered products must meet the requirements of the contract and all products must conform to laws governing their production, labeling and handling. Should damage or items deem unsatisfactory for consumption be identified, the vendor shall replace the item(s) or issue a credit to the District. The vendor’s employees, equipment, and facilities must also remain hygienic and clean. The product must be delivered at the proper temperature, ready to serve, precut into eight even slices for Secondary schools and 10 even slices for Elementary schools, whilst maintaining nutritional integrity and presentation, each and every day of delivery. The District is not obligated to accept inferior product, or product delivered late (after meal service has begun).

CONTRACT RENEWAL

The contract award shall be for the period October 1, 2023 – September 30, 2024 with deliveries upon demand. If mutually agreeable, the District reserves the right to renew the contract for a period of four (4) additional one (1) year terms after issuance of a purchase order with all other terms and conditions remaining the same or a lesser time period interval as agreed upon by the successful vendor and the District not to exceed a total of five (5) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the successful vendor, in writing, thirty (30) days prior to the expiration of the contract.

MINIMUMS/SUBSTITUTIONS

Minimum dollar amount and/or case amount required for delivery is to be specified on the bid. Products delivered must be the manufacturers named on the bid award. Substitutions require approval of the Director of Food Services.

HAZZARD ANALYSIS AND CRITICAL CONTROL POINT (HACCP)

Provide HACCP plan, designee and certification letter with bid.

SB12 and SB 965

Any item not meeting SB12 or SB965 requirements must be noted as such.

EMPLOYEES OF VENDOR

Proper conduct is expected from the Vendor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Vendor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.

IDENTIFICATION

Vendor's personnel shall carry appropriate identification, uniform, badges when delivering on any of the District site.

ACCOUNT MANAGER/SUPPORT STAFF

Vendor shall provide adequate, competent support staff that is assigned to the District's. Representative(s) shall be knowledgeable about the contract, products provided, and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

SPECIFICATIONS

Vendor will provide fresh-made pizza to the locations on the previous page prepared to the following specification.

Varieties: To include Cheese and Pepperoni

Size: 16" Round – sliced into 10 equal pieces for elementary and 8 for middle and high schools.

16" pizza must contain a minimum of 16 oz. cheese per pizza and should be a total of 2 oz. Meat/Meat Alternative per slice of pizza.

Pizza crust must consist of at least 51% whole grain flour (Must be made with 16 grams of whole grain, 8 grams whole grain and 8 grams enriched flour per serving to be considered whole grain.

1 slice must provide 2 oz. grain equivalent per slice = 56 grams Saturated fat

cannot exceed 10% of the total calories per slice of pizza. There must be zero

trans-fat.

Pizzas must be individually boxed with vendor name imprinted or a sticker with vendor name.

Caloric equivalent must not exceed 400 calories per slice. Nutrition information and ingredients list must be included with bid documents and available as an electronic file.

Pizzas must be delivered hot and ready to serve to individual schools no later than 20 minutes prior to the lunch service.

All food supplied through this bid is to be consistent with samples.

INVENTORY: Suppliers are expected to carry sufficient inventories to cover the needs of the Alameda Unified School District.

RIGHT TO REMEDY: Failure to notify AUSD Food & Nutrition Services Department of deviations in schedules or quantities will allow AUSD the option to purchase product from another source. If Vendor defaults on any item, the District may purchase to any alternate supplier meeting specifications. Any increase in prices that are incurred by the District to secure these products may be charged to the defaulting vendor that received the original contract.

NUTRITIONAL ANALYSIS/MANUFACTURER DOCUMENTATION: The nutritional analysis and CN or manufacturers documentation that verifies products contribution to the School Breakfast and/or Lunch meal pattern is required for each line item bid. The information must contain the following:

Protein	Dietary Fiber
Calories	Total Vitamin A
Fat - Totals	Vitamin C
Carbohydrates	Calcium
Saturated Fat	Iron
Cholesterol Dietary Fiber	Sodium

SITE DELIVERIES: Site to site deliveries will be required to 11 elementary schools, 1 middle school, 1 high school, and 1 preschool site per day a minimum of once per week or as determined by the District. Total quantity of pizza ordered for the school year could be approximately 12,388 pizzas. Point of delivery and time was specified on Page 4.

ESTIMATES: Quantities shown are estimates. The District does not obligate itself any quantity whatsoever. Respondent agrees to submit price per each regardless of quantity ordered.

FORMS CHECKLIST
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SUBMITTALS – Non-submittal will disqualify bidders.

CHECKLIST:

_____ BID FORM

Bid Form is a required submittal item and will be used as one of the basis of award along with the vendor's suitability to provide the District with the best overall value.

_____ LIST OF REFERENCES – must be returned along with the bid form

Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.

_____ PRODUCT FORMULATION STATEMENT (PFS) - must be returned along with the bid form

- Schedule G.1
- Schedule G.2

_____ ADDENDA - must be returned along with the bid form

_____ NON-COLLUSION - must be returned along with the bid form

_____ WORKER'S COMPENSATION FORM - must be returned along with the bid form

_____ PROOF OF REQUIRED INSURANCE COVERAGE– additional insured requirements listed only to be submitted by successful bidder after award of contract

BID FORM

CONSIDERATION CANNOT BE GIVEN TO PROPOSALS RECEIVED AFTER

**2:00 PM and NO MINUTES,
Friday, August 18, 2023**

NO FAXED BIDS WILL BE ACCEPTED.

**RFP#024-13-01
Pizza Products**

All questions regarding this RFP are to be directed to: MTIRONA@ALAMEDAUNIFIED.ORG with subject titled: RFP#024-13-01 Clarification Request, no later than Friday, July 28, 2023 @ 2:00 pm

NUTRITIONAL DATA must be supplied and must be based on the product specifications submitted with this RFP.

Receipt of addenda number(s): _____ (indicate the Addendum number, if any, your firm received from the District after the bid was received). All numbered addenda received must be acknowledged above.

District reserves the right to increase or decrease quantities of order at the same price as it best suit the needs of the Child Nutrition program.

Quantities shown are estimates. The District does not obligate itself any quantity whatsoever. Respondent agrees to submit price per each regardless of quantity ordered.

DO NOT INCLUDE TAXES IN THE PRICES PROVIDED BELOW FOR SUPPLIES OR EQUIPMENT. Applicable taxes to be added to the successful vendor's prices when an order is generated.

Please quote your best price for the following:

DESCRIPTION

<p>16" 10-cut Cheese Pizza Estimated Weekly Order for 39 weeks:</p> <p style="text-align: center;"><u>326</u></p> <p style="text-align: center;">UNIT PRICE</p> <p style="text-align: center;">\$ _____</p>	<p>16" 8-cut Cheese Pizza Estimated Weekly Order for 39 weeks:</p> <p style="text-align: center;"><u>18</u></p> <p style="text-align: center;">UNIT PRICE</p> <p style="text-align: center;">\$ _____</p>	<p>16" 8-cut Pepperoni Pizza Estimated Weekly Order for 39 weeks:</p> <p style="text-align: center;"><u>38</u></p> <p style="text-align: center;">UNIT PRICE</p> <p style="text-align: center;">\$ _____</p>
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Nutrient Analysis of Pizza Product - Information is PER EACH slice of pizza

ITEMS SUBMITTED ON THIS RFP MUST MEET THE STANDARDS OF BOTH THE STATE AND FEDERAL GUIDELINES FOR COMPETITIVE FOODS OR NATIONAL SCHOOL LUNCH PROGRAM. ALL PRODUCTS MUST BE TRANS FAT FREE OR LESS THAN 0.5 GRAMS PER SERVING UNLESS TRANSFAT IS NATURALLY OCCURRING.

		16" 10-cut Cheese	16" 8-cut Cheese	16" 8-cut Pepperoni
Protein	Cal			
Calories	G			
Fat - Totals	G			
Carbohydrates	G			
Saturated Fat	G			
Cholesterol	Mg			
Dietary Fiber	G			
Total Vit A	IU			
Vitamin C	Mg			
Calcium	Mg			
Iron	Mg			
Sodium	Mg			

PIGGYBACK CLAUSE

Pursuant to Public Contract Code 20118 and 20652 (Community Colleges), Alameda Unified School District authorizes all other eligible Districts and public agencies to piggy-back on this bid. The responding bidder authorizes this piggy-back by signing below. The District further waives its right to have warrants issued in its favor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Yes, Piggyback Option Granted No, Piggyback Option Not Granted

TERMS

Payment – Net 45

FOB

Destination

CASH DISCOUNT

_____ % _____ days

The undersigned certifies that the prices and information apply to the specified products listed above. No bid is valid unless submitted on this form and signed by authorized agent for your company.

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Company Name _____ Signature _____
(AUTHORIZED AGENT)

Phone # _____ Email _____ Print Name _____

Date _____ Title _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature will be placed above.

*****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM*****

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

Please list below your qualified school district references of similar size with whom you have worked within the last five (5) years:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

Schedule G.1

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: _____

Legal Business Name: _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

*****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM*****

Schedule G.2

The following form, Formulation Statement for Documenting Grains in School Meals, is a requirement for school districts. Pizza crust falls into Group B. Use attached form for the equivalencies to complete form G2.

**Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)**

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____
 Manufacturer: _____ Serving Size: _____
 _____ (raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich

Criteria: Yes _____ No _____

(Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes _____ No _____ How many grams: _____

(Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: _____

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion: A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Total Creditable Amount³			

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded *down* to the nearest quarter (0.25) oz eq. Do *not* round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____ oz equivalent

I certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature

Title

Printed Name

Date

Phone Number

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____ of _____, state that
(Name) (Company Name)

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 as 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 of 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.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

AUTHORIZED SIGNATURE: _____ **DATE:** _____

WORKERS' COMPENSATION CERTIFICATION

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 by one or more insurers duly authorized to write compensation insurance in this state.

- b. By 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(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).

DISTRICT BOUNDARY MAP

Please open the link [Alameda USD \(schoolsitelocator.com\)](https://schoolsitelocator.com) to view the District Boundary Map.