

San Ramon Valley Unified School District

REQUEST FOR PROPOSAL

RFP# 689 for PIZZA PRODUCTS

Bid must be received no later than:

Bid Deadline: Friday, July 1, 2016 @ 11:00 A.M. (Pacific Time) and no minutes, no seconds

Deliver response to the office of: Jasmine R. Gacusan, CPPO Director of Purchasing, Duplicating and Warehouse 3280 Crow Canyon Road San Ramon, CA 94583

WWW.SRVUSD.NET

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT 699 OLD ORCHARD DRIVE DANVILLE, CA 94526

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NOTICE TO BIDDERS

RFP # <u>689</u>

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

PIZZA PRODUCTS FOR CHILD NUTRITION DEPARTMENT

Each quote must be sealed, marked with the **RFP # 689** and titled <u>"PIZZA PRODUCTS FOR CHILD NUTRITION</u> <u>DEPARTMENT</u>" and returned no later than:

11:00 AM (Pacific Time) and NO MINUTES, NO SECONDS on FRIDAY, JULY 1, 2016

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that quotes are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the RFP is received by the Purchasing Director prior to the opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late, unsealed, unlabeled, incomplete quotes, or quotes otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFP. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request For Proposal (RFP) must be submitted in writing via email to <u>PURCHASING@SRVUSD.NET</u> with subject title: RFP CLARIFICATION, no later than June 28, 2016 @ 11:00 am (Pacific Time).

Date: June 10, 2016

Jasmine R. Gacusan, CPPO Director of Purchasing, Duplicating and Warehouse

Publish Dates: June 15 & 22, 2016

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 36 schools serving more than 30,000 students in Kindergarten through Grade 12.

Facts and Figures

36 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)
22 elementary schools
8 middle schools
4 comprehensive high schools
1 continuation high school
1 independent study school

SRVUSD Statistics

Number of Students 33,814 Number of Employees 4,136 Number of Teachers 1,414 Number of Administrators 80 Number of Pupil Services Personnel 87 Number of Classified Staff 1,155 Meals served per day: between 6,300 – 8,100

District Wide Learning Standards

District-wide learning standards are in place in the following areas:

- Language Arts
- Mathematics
- Foreign Language
- History/Social Studies
- Science
- Technology
- Health

Budget/Funding

Year	Description	Budget
2014-15	Operating Budget Revenues	\$265,332,894
2014-15	Expenditures	\$260,920,237
2015-16	Operating Budget Revenue	\$313,106,212
2015-16	Expenditures	\$281,405,413

CALENDAR OF EVENTS

Event	Date	
Public Notice	June 15 & 22, 2016	Daily Journal – San Ramon Valley Times
Last Day for Clarification/Questions	June 28, 2016 @ 11 am	Purchasing@SRVUSD.NET
Opening Date	Friday, July 1, 2016 @ 11 am	Purchasing Conference Room
Evaluation Period	Week of July 5 th	District Committee
Board Report	August 2, 2016	Board Meeting

SRVUSD School Sites DELIVERY POINTS				
Elementary				
Location	Address	City, State, Zip	Phone Number	Contact
Alamo	100 Wilson Road	Alamo, CA 94507	925 938-0448	
Bella Vista	1050 Trumpet Vine Lane	San Ramon, CA 94582		
Bollinger	2300 Talavera Drive	San Ramon, CA 94583	925 242-3200	
Country Club	7534 Blue Fox Way	San Ramon, CA 94583	925 803-7430	
Coyote Creek	8700 N. Gale Ridge Road	San Ramon, CA 94582	925 314-2000	
Creekside	6011 Massara Street	Danville, CA 94526	925 735-1183	
Golden View	5025 Canyon Crest Drive	San Ramon, CA 94582	925 855-2700	
Greenbrook	1475 Harlan Drive	Danville, CA 94526	925 855-5300	
Green Valley	1001 Diablo Road	Danville, CA 94526	925 855-5400	
Hidden Hills	12995 Harcourt Way	San Ramon, CA 94582	925 479-3800	
John Baldwin	741 Brookside Drive	Danville, CA 94526	925 855-5200	
Live Oak	5151 Sherwood Way	San Ramon, CA 94582	925 803-3100	
Montair	300 Quinterra Lane	Danville, CA 94526	925 855-5100	
Montevideo	13000 Broadmoor Drive	San Ramon, CA 94582	925 803-7450	
Neil Armstrong	2849 Calais Drive	San Ramon, CA 94582	925 479-1600	
Quail Run	4000 Goldenbay Avenue	San Ramon, CA 94582	925 560-4000	
Rancho Romero	180 Hemme Avenue	Alamo, CA 94507	925 855-5700	
Sycamore	2200 Holbrook	Danville, CA 94526	925 855-2800	
Tassajara Hills	4675 Camino Tassajara Road	Danville, CA 94526	925 648-7150	
Twin Creeks	2785 Marsh Drive	San Ramon, CA 94583	925 855-2900	
Vista Grande	667 Diablo Road	Danville, CA 94526	925 314-1000	
Walt Disney	3250 Pine Valley Road	San Ramon, CA 94583	925 479-3900	

MIDDLE SCHOOL				
Charlotte Wood	600 El Capitan	Danville, CA 94526	925-855-4754	
Diablo Vista	4100 Camino Tassajara	Danville, CA 94526	925 736-2310	
Gale Ranch	6400 Main Branch Road	San Ramon, CA 94582	925 479=1590	
Iron Horse	12601 Alcosta Blvd.	San Ramon, CA 94582	925 830-1813	
Los Cerros	968 Blemer Road	Danville, CA 94526	925 838-2067	
Pine Valley	3000 Pine Valley Road	San Ramon, CA 94583	925 479-7791	
Stone Valley	3001 Miranda Avenue	Alamo, CA 94507	925 552-5516	
Windemere Ranch	11611 E. Branch Parkway	San Ramon, CA 94582	925 479-7432	
HIGH SCHOOL				
California High	9870 Broadmoor Drive	San Ramon, CA 94583	925 803-7406	
Dougherty Valley	10550 Albion Road	San Ramon, CA 94582	925 479-6591	

Danville, CA 94526

Danville, CA 94526

3131 Stone Valley Road

501 Danville Blvd.

925 314-1978

925 820-4448

Monte Vista

San Ramon High

REQUEST FOR PROPOSAL - This is NOT an order RFP# 689

INSTRUCTIONS AND CONDITIONS

- 1. Proposals are requested for furnishing the items described below in accordance with terms set forth herein. All proposals must be F.O.B. destination and include all costs of shipping and handling to delivery point.
- 2. It shall be to the sole discretion of the School District to determine equality of items offered and suitability for School District use.
- 3. SAMPLES ARE REQUIRED FOR EVALUATION OF OFFERING.
- 4. Right is reserved by the San Ramon Valley USD to reject any or all proposals or to separate items in the proposal, unless the right is specifically denied by vendor.
- 5. The San Ramon Valley USD reserves the right to increase or decrease quantities of order at the same price as it best suit the needs of the District.
- 6. 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.
- 7. 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 thirty (30) days from the date the food, nonfood and paper products are received and accepted by the District, or thirty (30) 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.
- 8. 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.
- 9. 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.
- 10. Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids.
- **11.** Successful bidder shall be required to furnish Certificate of Insurance and Endorsement naming the San Ramon Valley 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.
- 12. This Request for Proposal, when returned to the San Ramon Valley USD as an offer for material and/or services will constitute the full agreement between the District and Vendor if a purchase order is awarded. Any changes to the attached documents for proposal must be made at the time the quote is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a purchase order will not be accepted. Unless the District includes a stipulation for a separate

agreement to be executed, the District will not execute any other agreement in conjunction with this proposal request or the purchase order.

- 13. Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; <u>jgacusan@srvusd.net</u>. Any questions regarding the scope or specification of the RFP should be directed to Bruce Hall, Director of Child Nutrition at (925) 824-1806; <u>bhall1@srvusd.net</u>
- 14. 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.
- 15. This RFP will result in 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.
- 16. 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 no 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. Failure to notify the District of a no bid may result in the vendor being removed from the District's bidders list.
- 17. No interest in the contract shall be transferred to any other party without permission of the District.
- 18. **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.
- 19. **FAILURE TO PERFORM.** The San Ramon Valley 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.
- 20. 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.
- 21. No interest in the contract shall be transferred to any other party without permission of the District.
- 22. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
- 23. Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).
- 24. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.
- 25. The Bidder hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, or employee of the San Ramon Valley

Unified School District is in any manner interested directly or indirectly in this transaction or in the profits to be derived therefrom. Bidder understands that any violation of this provision shall invoke immediate termination of the contract.

- 26. The Bidder shall be responsible for incidental and consequential damages resulting in whole or in part from the Bidder's acts or omissions. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the District may have under applicable law.
- 27. **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	\$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 San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective 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.

- **28. FINGERPRINTING.** Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.
- **29. 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, managers 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.
- 30. Non-Collusion Affidavit: In accordance with California law, Bidders must complete the attached Non-Collusion Affidavit and submit it with their bid. See attached.
- 31. 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 San Ramon Valley Unified School District (SRVUSD) will evaluate proposals based upon the bidder's proven ability to comply with the specifications contained herein, as well as price. 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>

- 1. Nutritional value and analysis
- 2. Taste and appearance; Quality
- 3. Cost
- 4. References (include at least 3 school districts of similar size as SRVUSD)
- 5. Vendor capability & competency to include the following but not limited to:
 - a. Accuracy of orders
 - b. Ability to change orders as needed
 - c. Punctuality of delivery
 - d. Condition of product upon arrival

The vendor must offer products and services meeting the District's specifications and be capable of delivering quality of 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 Child Nutrition Department. By submitting a response to this RFP, the successful Proposer agrees to execute a Contract Agreement with the San Ramon Valley 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 11:30 A.M. – 12:00 P.M. on Friday, July 1, 2016 to the San Ramon Valley Unified School District Service Center, Attention Child Nutrition, 3280 Crow Canyon Road, San Ramon, CA. 94583. A sample of each 16" pizza (cheese and 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.

SITE DELIVERIES & ESTIMATED QUANTITIES

Site to site deliveries for ELEMENTARY SCHOOLS may require a minimum of twice per week to be determined by the Director of Child Nutrition. Deliveries are not to arrive any earlier than 20 minutes prior to meal service times to be provided by the school district. Estimated total quantities for elementary sites are one hundred fifty (150) cheese pizzas and two hundred (200) pepperoni pizzas per delivery day of the week.

Site to site deliveries for SECONDARY SCHOOLS may require a minimum delivery of three times per week to be determined by the Director of Child Nutrition. Deliveries are not to arrive any earlier than 20 minutes prior to meal service times to be provided by the school district. Estimated total quantities for secondary sites are ninety (90) cheese pizzas and seventy five (75) pepperoni pizzas per delivery day of the week.

For an average week for all sites, total quantities of cheese pizzas are estimated at five hundred sixty (560) per week and total quantities of pepperoni pizza are five hundred (500) per week. There are approximately 36 weeks within a school year. Potentially pizza quantities for the year are approximately twenty thousand (20,000) cheese pizzas and eighteen thousand (18,000) pepperoni pizzas.

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

PRICES

Taxes shall not be included on the written bid form. At no time during the contract period, 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 (8) even slices for Secondary schools and ten (10) even slices for Elementary schools, while 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 August 1, 2016 – June 30, 2017 with deliveries upon demand. If mutually agreeable, the District reserves the right to renew the contract for a period of two (2) 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 three (3) years. This renewal is contingent upon <u>competitive</u> 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 <u>must</u> 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 but not limited to Cheese and Pepperoni

<u>Size:</u> 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 r 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.

<u>INVENTORY</u>: Suppliers are expected to carry sufficient inventories to cover the needs of the San Ramon Valley Unified School District.

<u>RIGHT TO REMEDY</u>: Failure to notify SRVUSD Child Nutrition department of deviations in schedules or quantities will allow SRVUSD 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.

<u>NUTRITIONAL ANALYSIS/MANUFACTURER DOCUMENTATION</u>: 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

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.
BACKGROUND CHECK CERTIFICATION- must be returned along with the bid form
PRODUCT FORMULATION STATEMENT (PFS) - must be returned along with the bid form
• G1
• G2
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
SUSPENSION AND DEBARMENT CERTIFICATION – must be returned along with the bid form

PROOF OF INSURANCE – submitted by successful bidder after award of contract

BID FORM

	CONSIDERATION CANNOT BE GIVEN TO PROPOSALS RECEIVED AFTER		
11:00 AM and NO MINUTES,		Products	
FRIDAY, JULY 1, 2016			
NO FAXED BIDS WILL BE ACCEPTED. All questions regarding this RFP are to be directed to: <a cheese="" href="https://www.purctimestimation-operatio-operation-operatio-operation-operatio-operation-operation-operati</td><td>NUTRITIONAL DATA must be
supplied and must be based on the
product specifications submitted
with this RFP.
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.</td></tr><tr><td>Please quote your best price for the follo</td><td>owing:</td><td></td></tr><tr><td>-</td><td>CRIPTION</td><td></td></tr><tr><td>16" pizza<="" td=""><td>16" Pepperoni Pizza</td><td></td>		16" Pepperoni Pizza	
TOTAL WEIGHT of:	TOTAL WEIGHT of:		
Dough	Dough		
Sauce	Sauce		
Cheese	Cheese		
 Meat	Meat		
Fat Grams	Fat Grams		
Estimated weekly order <u>560</u>		Estimated weekly order <u>500</u>	
UNIT PRICE (each)		UNIT PRICE (each)	
\$		\$	
	Information is DED FACILation of nin-		

Nutrient Analysis of Pizza Product - Information is <u>PER EACH slice of pizza</u>				
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.				
		Cheese	Pepperoni	
Protein	Cal			
Calories	G			
Fat - Totals	G			
Carbohydrates	G			
Saturated Fat	G			
Cholesterol Dietary Fiber	Mg			
Dietary Fiber	G			
Total Vitamin A	IU			

Vitamin C	Mg	
Calcium	Mg	
Iron	Mg	
Sodium	Mg	

PIGGYBACK CLAUSE

Pursuant to Public Contract Code 20118 and 20652 (Community Colleges), San Ramon Valley 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 30

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 contract 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

San Ramon Valley Unified School District Child Nutrition Pizza Bid

Outside Contractor Certification Of Employee Clearance

Name of Company:		
City:	State:	Zip:
Telephone:	Fax:	
Contact Person:		

I certify that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on all employees who may be assigned to perform services that will place them in contact with students or be present on a San Ramon Valley Unified School District school site.
- Said employees have not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- Below are list of the name(s) of all employees who may come in contact with students.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

Company Name

Print Name

Title

Signature

Date

NOTE TO BIDDERS REGARDING THE FORMULATION STATEMENT FOR DOCUMENTING GRAINS IN SCHOOL MEALS

The following form, Formulation Statement for Documenting Grains in School Meals, is a new 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 noncreditable 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 Portion1 A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g)2 B	Creditable Amount A ÷ B
Total Creditable A	Total Creditable Amount ³		

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

¹ (Serving size) \mathbf{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.

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

non-creditable grains may not credit towards the grain requirements for school meals.

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

Signature

Title

Printed Name

Date

Phone Number

22 | Page PIZZA PRODUCTS RFP#689

Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014 Crediting Standards Based on Revised Exhibit A weights per oz equivalent

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton 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:

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 0.24oz equivalent or 3.99 grams for Groups A-G and 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). (Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)

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

Description of Product per Food Buying Guide	Portion Size of Product as Purchased A	Weight of one ounce equivalent as listed in SP 30-2012 B	Creditable Amount A÷B
Total Creditable Amount ¹			

¹ 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 further 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

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:

[] None	[] No. 3
[] No. 1	[] No. 4
[] No. 2	[] 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

l,	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 t 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: _____

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

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).

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 which 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:

DISTRICT BOUNDARY MAP



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