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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Roland Broach, Interim Executive Director, Nutrition Services Department

Meeting Date February 12, 2025

Subject Request for Award of Bid and Approval of Food Service Specialty Proteins Contract

Ask of the Board Approval by the Board of Education to award bid (RFP) No. 24-151NS: Food Service Specialty Proteins and contract by and between the District Rich Chicks, LLC, Tracy, CA, for the latter to provide specialty proteins, as the responsible bidder in an amount not to exceed \$762,930.00 for one year commencing on August 1, 2024 with two (2) one-year options to renew upon further approval of the Board.

Background and Recommendation The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Food service Specialty Protein supplies are necessary purchases for these programs. On July 12, 2024, Nutrition Services advertised Invitation for Bid (RFP) No. 24-151NS. Five vendors responded to the RFP. Rich Chicks, LLC. was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, Food Tasting, Nitrate Content, experience, geographic preference, antibiotic and hormone content, minority ownership, small business ownership, sustainability, and safety.

Items Awarded to Rich Chicks, LLC Chicken Nuggets, Chicken Patties

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$762,930.00

Attachment(s)

- Notice of Intent to Award Bid RFP No. 24-151NS
- Rich Chicks, LLC. Service Agreement
- Rich Chicks, LLC. RFP No. 24-151NS
- OUSD RFP No. 24-151NS



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

September 30, 2024

TO: Rich Chicks

PROJECT:

Request for Proposal (RFP) #24-151NS

SPECIALTY PROTEINS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

The Oakland Unified School District ("OUSD") ("District") has completed its RFP for Specialty Proteins.

OUSD intends to award Rich Chicks for the following items:

- Chicken Nuggets
- Chicken Patties

The recommendation to award the bid to Rich Chicks, will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps.

To view additional bids, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601 (510) 879-2990 ph.



SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief

may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to

community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not

limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR

INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. **Limitation of OUSD Liability.**

Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.

25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR’S normal business hours, unless VENDOR otherwise consents.

26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national

origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY

has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

**VENDOR
RICH CHICKS**

Name: NEIL KINNEY

Signature: 

Position: PRESIDENT

Date: 11/26/2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jennifer Brouhard

Signature: 

Position: President, Board of Education

Date: 2/13/2025

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Signature: 

Position: Superintendent and Secretary, Board of Education

Date: 2/13/2025

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: RICH CHICKS

1. **Services.** Describe the SERVICES VENDOR will provide: Rick Chicks partner with Specialty Proteins K-12 Meal Program for Nutrition Services to procure and deliver fully cooked whole grain breaded boneless chicken breast for chicken nuggets and chicken patties to one (1) delivery site, the Central Kitchen located at 2850 West Street, Oakland, CA 94608. The Vendor will work with staff in support of the Good Food Purchasing Program.
- 2.
3. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: August 1, 2024
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: June 30, 2025, with 2 option to renew for one (1) year.
4. **Compensation.**
 - a. The basis for payment to VENDOR shall be:
 - Hourly Rate: _____ per hour
 - Daily Rate: _____ per day
 - Weekly Rate: _____ per week
 - Monthly Rate: _____ per month
 - Per Student Served Rate: _____ per student served
 - Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): The District agrees to pay the per item prices set forth in the Vendor's pricing catalog.
 - b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$762,930.

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR

Name/Dept: **Rich Chicks, LLC**

Address: **4276 North Tracy Boulevard**

City, ST Zip: **Tracy, CA 95304**

Phone: **(209) 879-4104**

Email: _____

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

Commercial General Liability Insurance. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

Workers' Compensation Insurance. Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

Tuberculosis Screening. Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

Fingerprinting/Criminal Background Investigation. Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

Yes, the SERVICES would be able to continue as described herein.

No, the SERVICES would not be able to continue.

- Yes, but the SERVICES would be different than described herein, they would be as follows:

Proposal Format/Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

RICH CHICKS

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ✓ Proposal Submission Checklist (Att.1, this form)
- ✓ Itemized Bid List (Att. 2)
- ✓ Request for Proposal Signature Page (Att. 3)
- ✓ Evaluation Criteria (Att.4)
- ✓ Food Tasting Scorecard (Att. 5)
- ✓ Vendor Questionnaire (Att. 6)
- ✓ References with 2 References (Att. 7)
- ✓ Non Collusion Affidavit (Att. 8)
- ✓ Bidder's Statement Regarding Insurance Coverage (Att. 9)
- ✓ Worker's Compensation Insurance Certification Form (Att. 10)
- ✓ Drug Free Workplace Certification (Att. 11)
- ✓ Equal Opportunity Employment (Att. 12)
- ✓ Fingerprint Clearance/Criminal Background Investigation (Att. 13)
- ✓ Certificate of Independent Price Determination (Att. 14)
- ✓ Suspension and Debarment Certification (Att. 15)
- ✓ Certification Regarding Lobbying (Att. 16)
- ✓ Iran Contracting Act of 2010 Compliance Affidavit (Att. 17)
- ✓ Buy American Certification Form (Att. 18)
- ✓ Good Food Purchasing Resolution (Att. 19)
- ✓ Good Food Purchasing Bidding Vendor Pledge (Att. 20)
- ✓ China Prohibition Certification (Att. 21)
- ✓ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800	RICH CHICKS 23415	GEORGIA & NORTH CAROLINA	\$4.325/LB \$86.50/CS \$1.109/SVG	\$254,310
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600	RICH CHICKS 13440 "ONE HEALTH CERTIFIED"	GEORGIA & NORTH CAROLINA	\$4.325/LB \$86.50/CS \$1.109/SVG	\$508,620
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				
Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				

Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		
Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		



PREMIUM ARTISAN WHOLE GRAIN BREADED WHOLE MUSCLE BONELESS CHICKEN WING/BREAST CHUNK, FULLY COOKED

Brand: Rich Chicks
MFG SKU: 23415
Case GTIN: 10580002285175
Origin: Product of USA
Allergens: Wheat
Storage Temp: Frozen < 0 Deg. (F) / -17.8 Deg. (C)

Shelf Life: 540 Days
Code Dating: Julian
Kosher: No
Serving Size: 4.08 oz
Servings Per Case: 78
Meat/Grain Equivalency: 2 M/MA, 1 GRAIN



Packaging Specifications

Case Pack: 4/5 LB PG
Case Wt. (Net/Gross): 20 LBS Net / 21.5 LBS Gross
Case Cube: 1.01 (cu.ft.)
Case Dim: L: 18.63 W: 9.13 H: 10.31
Pallet Config.: 10 x 7 = 70 Cases/Pallet

Bid Specifications:

Fully Cooked Whole Grain Breaded Chicken Breast Chunks (Boneless Wings) produced from USDA Commodity Graded White Whole Muscle Chicken. No ground or mechanically formed products permitted. No Soy, Egg, Dairy Products, or Phosphates allowed. Product to provide zero grams of trans fats and no more than 330 mg of Sodium. Commodity Processed finished product return ratio must provide a minimum of three times more all white product than all dark product. Four Boneless White Chunks to provide 2 ounces Meat/Meat alternative and 1 grain serving.

Nutrition Facts

Table with 2 columns: Nutrient Name and Amount/Percentage. Includes Total Fat 6.8g (10%), Sodium 330mg (12%), Total Carbohydrate 15g (5%), Protein 20g, and various vitamins.



23415

FULLY COOKED WHOLE GRAIN BREADED BONELESS CHICKEN BREAST CHUNKS WITH RIB MEAT

INGREDIENTS: Chicken Breast with Rib Meat, Chicken Protein Solution (Water, Chicken Protein), Water, Seasoning (Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Potassium Chloride, Salt, Spices, Sodium Bicarbonate, Garlic Powder, Yeast Extract, Ascorbic Acid, Citric Acid, Natural Flavors), Isolated Oat, Salt. BREADED WITH: Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Enriched Rice Flour (Rice Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Rice Starch, Salt, Sodium Bicarbonate, Chicken Protein Solution (Water, Chicken Protein), Contains Less Than 2% of: Yellow Corn Flour, Corn Starch, Spices, Garlic Powder, Onion Powder, Green Bell Peppers, Green Bell Pepper Powder, Natural Flavors, Yeast Extract, Extractives of Paprika, Ascorbic Acid, Potassium Chloride, Cream of Tarter, Wheat Gluten, Cellulose Gum. Breeding Set in Vegetable Oil.

CONTAINS: WHEAT

Recommended Heating Instructions: (Do not thaw, prepare from frozen) Place frozen product in single layer on sheet pan. Appliances may vary, adjust cook times accordingly. Convection oven: Bake at 350° for 10-12 minutes. Combi oven - 60% steam: Bake at 350° for 10-12 minutes. Conventional oven: Bake at 350° for 12-14 minutes

NET WT. 20 LBS
KEEP FROZEN



PRODUCED EXCLUSIVELY FOR: RICH CHICKS, LLC 4276 N. TRACY BLVD. TRACY, CA 95304



CN Label: No NA

SIGNED LETTER OF MEAT AND GRAIN EQUIVALENCY AVAILABLE UPON REQUEST

Smart Snack Compliant: Yes

Signature: [Handwritten Signature]

Print: Paul Byrd
Title: Sr. Vice President
Date: 12/6/2023

Specifications are subject to change.



**Product Analysis Sheet/Product Formulation Statement
Meat/Meat Alternate (M/MA) Products**

Provide a copy of the label in addition to the following information on company letterhead signed by an official representative of the company.

Product Name: Premium Artisan WG Breaded WM Chicken Boneless Chicken Wing/Chunk, FC Code No.: 23415

Manufacturer: Rich Chicks Case/Pack/Count/Portion/Size: 20 lb/approximately 78 each/4.08oz svgs.

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount *
Boneless Skinless Chicken Breast	2.86	X	70 %	2.00
A. Total Creditable Amount¹				2.00

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

II. Alternate Protein Product (APP)

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in the Example of Documentation on the next page for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
N/A		X		÷ by 18	
B. Total Creditable Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do not round up. If you are crediting both M/MA and APP, you do not need to round down in box A until after you have added the creditable APP amount from box B.

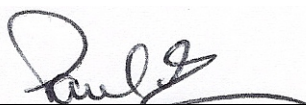
Total weight (per portion) of product as purchased 4.08oz

Total creditable amount of product (per portion) 2.00 oz

(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 4.08 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.



Signature of Company Official

PAUL BYRD

Printed Name

SR VICE PRESIDENT

Title

12/6/2023

Date

(209) 879-4104

Phone Number

**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: Premium Artisan WG Breaded WM Chicken Boneless Chicken Wing/Chunk, FC Code No.: 23415

Manufacturer: Rich Chicks Case/Pack/Count/Portion/Size: 20 lb/approximately 78 each/4.08oz svgs.

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:** 0.02g

(Products with more than 0.24 oz equivalent {3.99 grams for Groups A-G or 6.99 grams for Group H} of non-creditable grains will not qualify toward meeting a reimbursable meal).

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, Group H or Group I. *(Different methodologies are applied to calculate servings of grain component based 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: A Breading, B Batter; monitored as one

Description of Product per Food Buying Guide	Portion Size of Creditable Grain Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount ¹
Breaded Chicken 4.08 oz. 51% Whole Grain, 49% Enriched Flour	0.685 oz. of combined pre-dust, batter & breading	EXHIBIT A (BREADER) 1 GRAIN CREDIT = OZ. X GRAM PER OUNCE / 16 0.685 X 28.35 / 16 = 1.21	1.00 GRAIN CREDIT
A. Total Creditable Amount²			1.00 Grain Equiv.

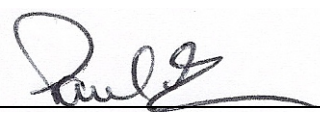
¹ (Portion size) ÷ (Exhibit A weight for one oz. eq.)

²Total 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 4.08 oz per serving

Total contribution of product (per portion) 1.00 oz

I certify that the above information is true and correct and that a 4.08 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.



Signature of Company Official

PAUL BYRD

Printed Name

SR VICE PRESIDENT

Title

12/6/2023 (209) 879-4104

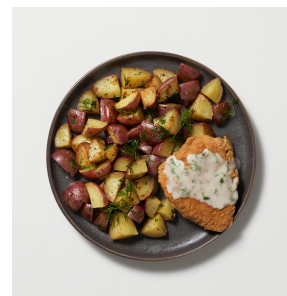
Date Phone Number



PREMIUM ARTISAN WHOLE GRAIN BREADED WHOLE MUSCLE CHICKEN BREAST FILLET, FULLY COOKED

Brand: Rich Chicks
MFG SKU: 13440
Case GTIN: 10850002285106
Origin: Product of USA
Allergens: Wheat
Storage Temp: Frozen < 0 Deg. (F) / -17.8 Deg. (C)

Shelf Life: 540 Days
Code Dating: Julian
Kosher: No
Serving Size: 4.10 oz
Servings Per Case: 78
Meat/Grain Equivalency: 2 M/MA, 1 Grain



Packaging Specifications

Case Pack: 4/5 LB PG
Case Wt. (Net/Gross): 20 LBS Net / 21.5 LBS Gross
Case Cube: 1.01 (cu.ft.)
Case Dim: L: 18.63 W: 9.13 H: 10.31
Pallet Config.: 10 x 7 = 70 Cases/Pallet

Bid Specifications:

Fully Cooked Whole Grain Breaded Chicken Breast Fillet produced from USDA Commodity Graded White Whole Muscle Breast Fillets. No ground or mechanically formed products permitted. No Soy, Egg, Dairy Products, or Phosphates allowed. Product to provide zero grams of trans fats and less than 330 mg of Sodium. Commodity Processed finished product return ratio must provide a minimum of three times more all white product than all dark product. One fillet to provide 2 ounces Meat/Meat alternative and 1 grain serving.

Nutrition Facts

78 servings per container	
Serving Size	4.10 oz
Amount Per Serving	
Calories	214
% Daily Value*	
Total Fat 6.8g	11%
Saturated Fat 1.1g	8%
Trans Fat 0g	
Cholesterol 53mg	18%
Sodium 330mg	17%
Total Carbohydrate 15g	5%
Dietary Fiber 2g	7%
Total Sugars 0g	
Includes 0g Added Sugars	0%
Protein 20g	
Vit. D 0mcg 0%	Calcium 15mg 1%
Iron 1.5mg 8%	Potas. 784mg 17%

* The Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



13440

FULLY COOKED PORTIONED WHOLE GRAIN BREADED CHICKEN BREAST FILLET WITH RIB MEAT

INGREDIENTS: Chicken Breast with Rib Meat, Chicken Protein Solution (Water, Chicken Protein), Water, Seasoning (Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine, Mononitrate, Riboflavin, Folic Acid), Salt, Corn Starch, Chicken Broth, Onion Powder, Garlic Powder, Natural Flavor, Sodium Bicarbonate, Spices Including Celery Seed), Isolated Oat Product, Potassium Carbonate, Salt.
BREADED WITH: Whole Wheat Flour, Enriched Wheat Flour (Enriched Wheat Flour, Niacin, Reduced Iron, Thiamine, Mononitrate, Riboflavin Folic Acid), Water, Wheat Gluten, Salt, Rice Starch, Yellow Corn Flour, Chicken Protein Solution (Water, Chicken Protein). Contains less than 2% of: Leavening (Cream of Tartar, Sodium Bicarbonate), Corn Starch, Extractives of Paprika, Spices Including Celery Seed, Onion Powder, Garlic Powder, Dextrose, Sodium Bicarbonate, Yeast, Yeast Extract, Ascorbic Acid, Cellulose Gum. Breeding Set in Vegetable Oil.

CONTAINS: WHEAT

Recommended Heating Instructions: (Do not thaw, prepare from frozen) Place frozen product in single layer on sheet pan. Appliances may vary, adjust cook times accordingly. **Convection oven:** Bake at 350° for 10-12 minutes. **Combi oven – 60% steam:** Bake at 350° for 10-12 minutes. **Conventional oven:** Bake at 350° for 12-14 minutes



**NET WT. 20 LBS
KEEP FROZEN**



DISTRIBUTED BY: RICH CHICKS, LLC 4276 N. TRACY BLVD. TRACY, CA 95304



CN Label: No NA

SIGNED LETTER OF MEAT AND GRAIN EQUIVALENCY AVAILABLE UPON REQUEST

Smart Snack Compliant:
Yes

Signature:

Print: Paul Byrd
Title: Sr. Vice President
Date: 12/6/2023

Specifications are subject to change.



**Product Analysis Sheet/Product Formulation Statement
Meat/Meat Alternate (M/MA) Products**

Provide a copy of the label in addition to the following information on company letterhead signed by an official representative of the company.

Product Name: Premium Artisan WG Breaded WM Chicken Breast Fillet, FC Code No.: 13440

Manufacturer: Rich Chicks Case/Pack/Count/Portion/Size: 20 lb/approximately 78 each/4.10oz svgs.

I. Meat/Meat Alternate

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

Description of Creditable Ingredients per Food Buying Guide	Ounces per Raw Portion of Creditable Ingredient	Multiply	Food Buying Guide Yield	Creditable Amount *
Boneless Skinless Chicken Breast	2.86	X	70 %	2.00
A. Total Creditable Amount¹				2.00

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the Food Buying Guide yield.

II. Alternate Protein Product (APP)

If the product contains APP please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described in the Example of Documentation on the next page for each APP used.

Description of APP, manufacture's name, and code number	Ounces Dry APP Per Portion	Multiply	% of Protein As-Is*	Divide by 18**	Creditable Amount APP***
N/A		X		÷ by 18	
B. Total Creditable Amount¹					
C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)					2.00

*Percent of Protein As-Is is provided on the attached APP documentation.

**18 is the percent of protein when fully hydrated.

***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.

¹Total Creditable Amount must be rounded down to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do not round up. If you are crediting both M/MA and APP, you do not need to round down in box A until after you have added the creditable APP amount from box B.

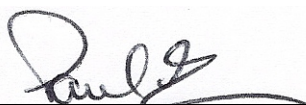
Total weight (per portion) of product as purchased 4.10oz.

Total creditable amount of product (per portion) 2.00 oz.

(Reminder: Total creditable amount cannot count for more than the total weight of product)

I certify that the above information is true and correct and that a 4.10 ounce serving of the above product (ready for serving) contains 2.00 ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.



Signature of Company Official

PAUL BYRD

Printed Name

SR VICE PRESIDENT

Title

12/6/2023

Date

(209) 879-4104

Phone Number

**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: Premium Artisan WG Breaded WM Chicken Breast Fillet, FC Code No.: 13440

Manufacturer: Rich Chicks Case/Pack/Count/Portion/Size: 20 lb/approximately 78 each/4.10oz svgs.

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:** 0.02g

(Products with more than 0.24 oz equivalent {3.99 grams for Groups A-G or 6.99 grams for Group H} of non-creditable grains will not qualify toward meeting a reimbursable meal).

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, Group H or Group I. *(Different methodologies are applied to calculate servings of grain component based 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: A Breading, B Batter; monitored as one

Description of Product per Food Buying Guide	Portion Size of Creditable Grain Product as Purchased	Weight of one ounce equivalent as listed in SP 30-2012	Creditable Amount ¹
Breaded Chicken 4.10 oz. 51% Whole Grain, 49% Enriched Flour	0.685 oz. of combined pre-dust, batter & breading	EXHIBIT A (BREADER) 1 GRAIN CREDIT = OZ. X GRAM PER OUNCE / 16 0.685 X 28.35 / 16 = 1.21	1.00 GRAIN CREDIT
A. Total Creditable Amount²			1.00 Grain Equiv.

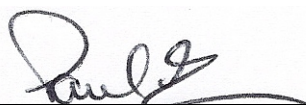
¹ (Portion size) ÷ (Exhibit A weight for one oz. eq.)

²Total 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 4.10 oz per serving

Total contribution of product (per portion) 1.00 oz

I certify that the above information is true and correct and that a 4.10 ounce portion of this product (ready for serving) provides 1.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.24 oz eq. per portion.



Signature of Company Official

PAUL BYRD

Printed Name

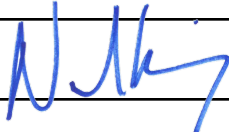
SR VICE PRESIDENT

Title

12/6/2023 (209) 879-4104

Date Phone Number

Request For Proposal Signature Page - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	RICH CHICKS
Signature of Company Official	
Name of Signer	NEIL KINNEY
Title of Signer	PRESIDENT
Email Address	BIDS@RICHCHICKS.COM
Complete Mailing Address	13771 S. GRAMERCY PL
City, State, Zip	GARDENA, CA 90249
Phone Number	209-879-4104
Date	8/8/2024
Minimum Dollar Amount for Delivery	\$
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	490 CS, 9800 LBS, MUST ORDER IN FULL PALLET QTY. BY ITEM, 70 CS/PALLET.
<input type="checkbox"/>	Check if no minimum case amount for delivery is required.

Evaluation Criteria - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor.	Food Tasting Scorecard	25
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20
Nitrate Content	100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience	10
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the	- HACCP Plan or Food Security and Safety Program - Reference forms	10

	<p>best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.</p>	- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Local Geographic Preference	<p>100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.</p>	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	<p>100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.</p>	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	<p>100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.</p>	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in Vendor Questionnaire	5
TOTAL POINTS:			120

Food Tasting Scorecard - Attachment "5"

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Vendor Score
5	Flavor	Bidder will submit product sample to evaluate flavor profile	
5	Appearance	Product will be evaluated for product appearance that will be appealing to students	
5	Color	Product will be evaluated on color that will be appealing to students	
5	Aroma	Product will be evaluated on aroma smell that will be appealing to students	
5	Texture	Product will be evaluated on texture which is easy to consume, and palatable that will be appealing to students	
25 Points	Total		

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): RICH CHICKS

Signature of Bidder's Authorized Representative: NEIL KINNEY - PRESIDENT

Date of Signing: 8/8/2024

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
YES
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
RICH CHICKS USES CONTRACTED THIRD PARTY LOGISTICS FOR SHIPMENTS.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
ADD-ONS CANNOT BE MADE FOR NEXT DAY DELIVERY.
5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
DRIVERS MAY UNLOAD FOR AN ADDITIONAL FEE.
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
YES
7. Service Reliability and Past Performance - What is the lead time you require for orders?
21 DAYS
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
YES
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
15 YEARS
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
NO
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
CUSTOMER SERVICE WILL NOTIFY CUSTOMERS VIA EMAIL OR PHONE.
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
490 CS, 9800 LBS, MUST ORDER IN FULL PALLET QTY. BY ITEM, 70 CS/PALLET
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
OVER 725 SCHOOL DISTRICTS NATIONWIDE.
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

Schools are notified immediately once a recall is initiated. A product recall follows the Food Safety Inspection Service Guidelines published in the Federal Register April 1, 2011 (21 CFR Part 7). Recall effectiveness-checks are conducted using the format and methods described in the FSIS publication.

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

YES

16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?

a. Yes

b. No

f. If no, please describe where proteins are sourced from.

GEORGIA AND NORTH CAROLINA

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.

a. 100%

b. 50% or more

c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?

a. 100%

b. 50% or more

c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?

a. 100%

N/A

b. Less than 100%

20. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

NO

21. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years...?"

NO

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): RICH CHICKS

Signature of Bidder's Authorized Representative: 

Date of Signing: 8/8/2024

Print Name & Title of Authorized Representative: NEIL KINNEY - PRESIDENT

Phone Number: 209-879-4104 Email: BIDS@RICHCHICKS.COM

References - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	Folsom Cordova Unified School District
Contact Person & Title	Joye E. McKetty, SNS, Director of Food Services
Email	jmcketty@fcusd.org
Telephone Number	(916) 294-9000
Required Number of Deliveries per Week	N/A

Reference #2

School District	Palm Beach County School District
Contact Person & Title	Charlene Young, Senior Procurement Analyst
Email	Charlene.young@palmbeachschools.org
Telephone Number	(561) 882-1921
Required Number of Deliveries per Week	N/A

Reference #3

School District	Houston ISD
------------------------	-------------

Contact Person & Title	Betti Wiggins, Officer of Nutrition Services
Email	betti.wiggins@houstonisd.org
Telephone Number	(713) 491-5853
Required Number of Deliveries per Week	N/A

Non Collusion Affidavit - Attachment "8"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of LOS ANGELES

Bidder's Name NEIL KINNEY, being first duly sworn, deposes and says that he or she is Owner of Contractor Name RICH CHICKS the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, 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 Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

8/8/2024
(Date)

RICH CHICKS
Bidder Name
(Person, Firm, Corp.)

13771 S. GRAMERCY PL
Address

GARDENA, CA 90249
City, State, Zip

GARDENA, CALIFORNIA
Signed at (Place)


Authorized Representative

NEIL KINNEY
Representative's Name

PRESIDENT
Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

RICH CHICKS

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

NEIL KINNEY - PRESIDENT

Name & Title of Authorized Representative

8/8/2024

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "10"

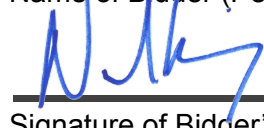
TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

RICH CHICKS

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

NEIL KINNEY - PRESIDENT

Name & Title of Authorized Representative

8/8/2024

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

I, NEIL KINNEY, am the PRESIDENT of
(Print Name) (Title)

(Bidder Name): RICH CHICKS I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at GARDENA, CALIFORNIA this day of AUGUST 8, 2024
(City and State) (Date)



(Signature)

NEIL KINNEY

(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the RICH CHICKS (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 8/8/2024

RICH CHICKS

CONTRACTOR

By:



NEIL KINNEY - PRESIDENT

Fingerprinting/Criminal Background Investigation Certification - Attachment "13"

TO BE SUBMITTED WITH PROPOSAL

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT **FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET** (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as PRESIDENT *[insert "owner" or officer title]* of RICH CHICKS *[insert name of business entity]*, have read the foregoing and agree that RICH CHICKS *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.
Dated: 8/8/2024

Name: NEIL KINNEY

Signature: 

Title: PRESIDENT

Certificate Of Independent Price Determination - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL


Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

RICH CHICKS		OAKLAND USD
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror’s organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

N/A

	NEIL KINNEY		PRESIDENT		8/8/2024
Signature of Bidder's Authorized Representative			Title		Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative			Title		Date

Suspension and Debarment Certification - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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.

OAKLAND USD

Name of School Food Authority

RFP #24-151NS
SPECIALTY PROTEINS

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

RICH CHICKS, NEIL KINNEY

Printed Name



Signature

PRESIDENT

Title

8/8/2024

Date

Certification Regarding Lobbying - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds

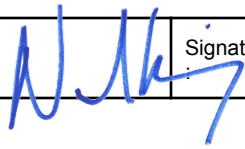
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: OAKLAND USD		Agreement Number: RFP #24-151NS	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor: RICH CHICKS			
Printed Name and Title: NEIL KINNEY - PRESIDENT		Signature : 	Date: 8/8/2024

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) RICH CHICKS	BTRC (or n/a) N/A
By (Authorized Signature) 	
Print Name and Title of Person Signing NEIL KINNEY - PRESIDENT	
Date Executed 8/8/2024	City Approval (Signature) (Print Name) N/A

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

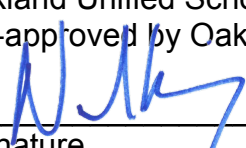
Oakland Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a. Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b. Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we NEIL KINNEY - PRESIDENT, RICH CHICKS

certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon and pre-approved by Oakland Unified School District .

Signature



8/8/2024

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

Good Food Purchasing Resolution - Attachment "19"

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "20"

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: 8/8/2024

Name of bidding company: RICH CHICKS

Name and title of representative signing: NEIL KINNEY - PRESIDENT

Signature: 

China Prohibition Certification - Attachment "21"
TO BE SUBMITTED WITH PROPOSAL

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

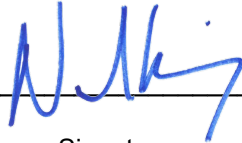
To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we NEIL KINNEY - PRESIDENT, RICH CHICKS, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Oakland Unified School District for use in their school meal programs and paid for by federal funds.

NEIL KINNEY - PRESIDENT

Printed Name and Title of Person Signing



Signature

8/8/2024

Date



Letter of Guarantee

Rich Chicks products are manufactured in fully inspected USDA-FSIS establishments that operate under a complete and comprehensive HACCP program. Our Food Safety Programs are based on USDA-FSIS Regulatory guidance including HACCP and all applicable pre-requisite programs that includes a robust Traceability program ensuring product recovery in a timely manner. To effectively recover product in the event of a Recall or Market Withdrawal, we perform Mock Traceability Exercises on a quarterly frequency.

Our fully cooked Breaded Chicken Products are cooked to a safe minimal internal temperature of 165 degrees Fahrenheit in accordance to FSIS Appendix A (CCP) and it is then chilled (CCP) in accordance to FSIS Appendix B. This process is immediately followed by the product being packaged and stored at or below zero degrees Fahrenheit. This thermal lethality and chilling process is validated and maintained under our HACCP Program combined with our Good Manufacturing Practices and Environmental Program.

This guaranty shall be a continuing guaranty which shall be binding upon the undersigned with respect to all such articles shipped or delivered to you by the undersigned before the receipt by you of written notice of the revocation thereof.

Sincerely,

Clay Howard

Clay Howard Director of R/D and QA
404-360-0569
choward@richchicks.com



RICH CHICKS LLC

Expectation Guidelines

Food Safety and Quality Systems



Expectation Guidelines

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Expectation Guidelines

Introduction from Corporate Office

Description

Rich Chicks, LLC is headquartered in California with offices in Tracy and Los Angeles. Our east coast offices are located in Alabama and Georgia. The company was founded in 2009 and has strategic, manufacturing partners in Alabama, California, Georgia and Ohio.

Mission Statement

Rich Chicks, LLC is committed to combating obesity and providing consumers a healthier option in their poultry product choices. Our products are Rich in flavor, Exceptional in Quality, with Low Calories, Saturated Fat, Total Fat and Low Sodium. We offer Healthy Fried Chicken that is truly Rich in Nutrition.

Our Goals

Our *Quality Perspective* forms the fabric of our corporate culture. All levels of our organization are committed to ensuring that our food manufacturing and handling meets or exceeds the highest possible standards, at all levels of the supply chain. Failure to meet this key objective is simply not an option.

To achieve the above said goals, Rich Chicks is publishing the Co-Manufacturer's Expectations Guidelines. Our expectations are that the Manufacturing Partners meet or exceed the guidelines consistently.



Expectation Guidelines

I. Management Commitment and Review

1. Commitment to Safety & Quality

Co-manufacturers shall effectively show a commitment to maintain an effective food safety and quality management system.

2. Organization and Resources

Co-manufacturers shall maintain an organizational structure, identifying employees with responsibility for food safety and quality and describing their interrelationship. This organizational structure shall be dated, reviewed and updated periodically, and communicated within the organization.

Resources

Co-manufacturers shall provide adequate resources for the food safety and quality system.

Roles and Responsibilities

1. Food Safety and Quality Responsibilities

Co-manufacturers shall identify employees with responsibility for food safety and quality, define their duties, and communicate their interrelationship in the organization.

Co-manufacturers shall inform employees of their responsibility to report food safety and quality problems to management.

2. Training Responsibilities

Co-manufacturers shall define and document the responsibility for establishing and implementing the training needs of the organization's employees to assure they have the required competencies to carry out those functions affecting product legality, safety, and quality.

Communication

1. Regulatory Actions, Retrieval, and Hold

Co-manufacturers shall notify Rich Chicks immediately of regulatory actions or product retrievals involving finished products manufactured for Rich Chicks.

If finished products manufactured for Rich Chicks are sampled under regulatory action or retrieval, Co-manufacturers shall immediately notify Rich Chicks and place those finished products on hold and take duplicate samples. Co-manufacturers shall not release these materials without Rich Chicks' approval. Samples shall remain at the Supplier's facility or a designated cold storage until a disposition is provided by Rich Chicks.

2. Server Management of Information (Data)

Rich Chicks requires Co-Manufacturers to communicate food safety, quality, and service issues and resolutions in a real time basis. Co-Manufacturer's, shall acknowledge CARs in a timely manner, providing a complete response with actions that resolve the issue. Rich Chicks updates the information to the server.

3. Corrective Action Requests (CARs)

Rich Chicks reviews the corrective actions submitted by the Co-Manufacturers and updates the information to the server. Final disposition of product on hold is determined only after a written, signed release from the Co-manufacturer's designated Food Safety personnel is received and acknowledged by Rich Chick's Food Safety Team.

4. Change Management

Co-manufacturers shall develop and maintain a change management program to appropriately and completely manage any and all changes to personnel, raw materials, ingredients, packaging, manufacturing processes, recipes and formulations, specifications, labels, and/or manufacturing locations, including subcontracting.

Prior to initiating changes, Co-manufacturers should notify Rich Chicks of the intended changes so Rich Chicks can adjust business practices as needed.



Expectation Guidelines

5. Document Management and Control

Co-manufacturers shall develop and maintain a document control and record retention program. At a minimum, the program shall:

- Identify employees responsible for monitoring, verifying, maintaining, and retaining records
- Assure records are readily accessible and securely stored to prevent damage and deterioration
- Establish record retention timeframe requirements in compliance with periods specified by applicable laws and regulations

Co-manufacturers shall maintain records for a minimum of one year beyond the shelf life of the product.

II. Customer & Consumer Focus

1. Customer and Consumer Feedback Trend Analysis

Co-manufacturers shall develop and maintain a documented procedure for tracking, reviewing, and resolving consumer (where applicable) and customer complaints.

2. Finished Product Specifications

Co-manufacturers shall provide lot specific COA's to Rich Chicks QA before or with delivery of the finished products verifying the lot complies with the Specification for the raw material and finished product in question, unless instructed otherwise by Rich Chicks QA. In addition to the required test results detailed on the Specification, the COA shall include, but is not limited to, the following:

- Manufacturer name
- Manufacturing plant address
- Name of material
- Rich Chicks material or item number
- Purchase order number
- Lot number(s)
- Date of COA
- Date of manufacturing
- Tests performed
- Test methods
- Unit of measure/reporting unit (i.e., amount tested)
- Test results
- Name and/or signature of person certifying the lot

In addition to the above information, COA's from third party laboratories, brokers, and distributors shall include the name and address of the laboratory, broker, or distributor as well as the original Supplier's name and manufacturing facility address.

If the Specification only contains guidelines, Co-manufacturers shall provide a document with the above information along with the results of all tests performed as part of the Supplier's normal analysis of the lot.

➤ Additional Co-Manufacturer Requirements

Co-manufacturers are required to provide COA's with each lot of finished product supplied to Rich Chicks unless otherwise specified on the Rich Chicks specification.

III. Customer Audits

Rich Chicks shall perform an initial food safety assessment of Co-manufacturers as part of the Supplier approval process. Additional audits may be conducted based upon supplier performance, risk assessment, and other factors determined by Rich Chicks. Co-manufacturers should complete corrective actions in a timely manner and submit them to Rich Chicks' QA.



Expectation Guidelines

IV. Process Management

1. Procurement

Raw Material, Ingredient, and Packaging Specifications

Co-manufacturers shall develop and maintain documented and current raw material, ingredient, and packaging specifications. Co-manufacturers shall maintain a register of raw material, ingredient, and packaging specifications, including, but not limited to:

- Food additives
- Hazardous chemicals
- Processing aids
- Ingredients
- Packaging
- Label approvals

Supplier raw material, ingredient, and packaging specifications shall show compliance with all relevant laws and regulations, including those of the manufacturing and destination countries.

2. Guarantees

Co-manufacturers shall maintain COA's, Letters of Guarantee, Continuing Pure Food Guarantees, or equivalent documents for all incoming raw materials and ingredients. Co-manufacturers shall obtain certificates of conformance and/or Letters of Guarantee, Continuing Pure Food Guarantees, or equivalent documents for all food contact packaging.

3. Label Verification

Co-manufacturers shall develop and maintain a label verification program to assure correct labels are received and used during production.

➤ Additional Co-Manufacturer Requirements

Co-manufacturers should purchase raw materials, ingredients, packaging, and contract services that impact finished product safety from a Supplier approved by Rich Chicks.

Co-manufacturers may never use raw materials, ingredients, and packaging received from suppliers not approved by Rich Chicks.

4. Non-conforming Material Management

Co-manufacturers shall develop and maintain a documented non-conforming material (i.e., raw materials, ingredients, packaging, finished products, and equipment) management program to assure any material that does not meet specifications is appropriately managed to prevent inadvertent use or shipment of the material. At a minimum, the program shall cover:

Hold and release of non-conforming materials

Assure adequate identification.

Restrict authority to release non-conforming materials to designated employee.

Document destruction of non-conforming materials to assure they cannot be reworked or released for use

Program to extend to offsite warehouses and/or storage locations and include non-conformances detected during receipt, storage, processing, handling, and/or delivery

5. Supplier Approval

Co-manufacturers shall develop and maintain a documented supplier approval program to assure evaluation, approval, and regular review of potential and current suppliers and the purchase of raw materials, ingredients, and packaging exclusively from approved suppliers. Co-manufacturers shall maintain a register of Rich Chicks approved suppliers.

6. Supplier Non-compliance

Co-manufacturers shall develop and maintain a documented supplier noncompliance program to communicate and track noncompliance issues with the approved supplier. The program shall require corrective action responses from identified suppliers addressing the non-conformance issues.



Expectation Guidelines

➤ **Additional Co-Manufacturer Requirements**

Upon request, Rich Chicks quality, procurement, or the suppliers shall participate in this program.

7. **Receiving**

Co-manufacturers shall develop and maintain a documented incoming raw material, ingredients, and packaging program. Co-manufacturers shall inspect raw materials, ingredients, and packaging to assure cleanliness and suitability for processing into food and appropriate handling to eliminate contamination and minimize deterioration.

a) Non-conforming and Emergency Approval of Raw Materials, Ingredients, and Packaging

The program shall include, but is not limited to, process steps to prevent use of non-conforming raw materials, ingredients, and packaging. Emergency Approval of Raw Material, Ingredients and Packaging is acceptable only with Rich Chicks procurement and QA review and approval.

b) Temperature Control and Segregation

Co-manufacturers shall receive and store dry raw materials, ingredients, and packaging separately from frozen and refrigerated raw materials and ingredients. Co-manufacturers shall receive and segregate unprocessed raw materials and ingredients to assure there is no cross-contamination (e.g., separation between raw and RTE areas).

8. **Inventory Management**

Co-manufacturers shall develop and maintain a documented inventory management program to assure the timely use of stored raw materials, ingredients, and packaging and to prevent stored raw materials, ingredients, and packaging from becoming a source of contamination.

9. **Contract Service Providers**

Contract services may include, but are not limited to:

- Chemical management
- Cleaning
- Laundry
- Lawn care Maintenance
- Outside inspection (e.g., third party x-ray)
- Pest control
- Scales
- Trucking
- Waste

Co-manufacturers shall define and document expectations for all contract services affecting food safety. These expectations shall include a full description of the service and detail relevant training needs.

V. **Processing/Manufacturing**

1. **Inventory**

Co-manufacturers shall document raw material, ingredient, and food contact packaging lot tracking to maintain full traceability.

➤ **Additional Co-Manufacturer Requirements**

Co-manufacturers shall document raw material, ingredient, and packaging lot tracking through a usage log or equivalent tracking system.

Co-manufacturers shall develop and maintain a stock rotation program using first-in first-out (FIFO) or first-expired-first-out (FEFO) principles.

2. **Finished Product Specifications**

Co-manufacturers shall develop and maintain documented finished product specifications provided by Rich Chicks. At a minimum, finished product specifications shall:

- Include microbiological and analytical parameters and limits as agreed upon and noted on the Rich Chicks specification (e.g., Finished Product Specification, Manufacturing Specification)
- Include labeling and packaging requirements
- Be accessible to relevant employees



Expectation Guidelines

3. Process Flow for High Risk Areas

Co-manufacturers shall design and organize the process flow to prevent cross-contamination and maintain a continuous flow of product through the process (e.g., separation between Raw and Fully Cooked areas). Must be separated and effectively isolated from other operations and traffic flows that could compromise the high level of sanitation and hygiene essential to fully cooked product integrity. Fully cooked processing areas must have microbiologically filtered air supplies and be under positive air pressure. Personnel access to fully cooked areas shall include facilities for personnel to make appropriate outer garment changes and either change footwear or put on appropriate footwear coverings prior to entering the fully cooked area. Access routes for personnel and materials shall be free from exposure to raw processing areas or routes exposed to raw products. Entrances to high-risk fully cooked areas shall include a means to sanitize footwear including: foamers, footbaths, powdered sanitizer, etc.

4. Sampling, Inspection, and Analysis

Co-manufacturers shall develop and maintain programs for sampling, inspecting, and/or analyzing raw materials; ingredients, WIP, and finished products to assure raw materials, ingredients, WIP, and finished products comply with relevant specifications and regulatory requirements and are true to label.

Co-manufacturers shall use methods approved for the intended food type by the AOAC (current edition), current methods of the US FDA or USDA, methods approved by Rich Chicks, or alternative methods validated as equivalent to the accepted methods noted here for all analyses, whether performed by the Supplier or a third party laboratory. Co-manufacturers shall document and maintain records of all inspections and analyses.

Co-manufacturers shall perform and document organoleptic testing of finished products as required by the purchasing specification.

5. Packaging

Co-manufacturers shall develop and maintain a documented packaging program to assure finished product packages and shipping containers are properly closed and sealed and protect the finished product from environmental and shipping conditions. Co-manufacturers shall maintain documentation of testing to assure proper closure, complete with specifications and descriptions of the test methods.

6. Labeling

Co-manufacturers shall develop and maintain a documented label control program to assure labels on both finished products and component materials comply with applicable laws, regulations, and Rich Chicks purchasing specifications and requirements. At a minimum, the program shall address:

- Reviewing labels upon receipt against regulatory approvals, where applicable, and internal specifications
- Storage and use of labels
- Prevention of mixing labeling stock
- Maintenance of labeling integrity
- Documented changeover procedure
- Disposal of obsolete labels

Assuring the label being used matches the finished product being manufactured. Co-manufacturers shall assure labels for USDA inspected products are approved by the USDA and shall maintain documentation of said approval.

7. Net Weight and Piece Count Control Program

Co-manufacturers shall develop and maintain a net weight, and/or piece count control program to assure that weight and count requirements are met for all finished products manufactured for Rich Chicks products. Co-manufacturers shall maintain documentation of testing and methods used to assure proper weight and count, control.

The program shall comply with all applicable laws and regulations and should follow guidelines of the most recent edition of NIST Handbook 133: Checking the Net Contents of Packaged Goods or FSIS Net Weight Labeling of Meat and Poultry Products, as applicable.



Expectation Guidelines

Package tare weights shall be verified on an ongoing basis to assure no significant changes have occurred in package weights. Where check weighing devices are not present, existing weight control programs should continue as long as regulatory requirements are met.

8. Changeovers

Co-manufacturers shall develop and maintain a changeover program, including line clearance and code date changes. The program shall assure all printed packaging and labels are removed from line equipment at the end of the run, including partial cases and/or cases on conveyors before palletizing. Co-manufacturers shall inspect the equipment and area and document said inspections.

9. Rework

Co-manufacturers shall develop and maintain a documented rework program outlining how nonconforming WIP and finished products are reworked. Co-manufacturers shall maintain documented justification that the rework program does not present a food safety risk or have any effect on finished product quality or labeling.

At a minimum, the program shall assure:

- Qualified employees supervise rework operations.
- Clear identification and complete traceability of reworked product
- Clear identification of rework containing allergens
- Inspection and/or analysis of each batch of reworked product before release

A documented break in the rework cycle

Rework is used in quantities (%) as noted on the specification

Co-manufacturers shall maintain records of all rework operations. Co-manufacturers shall include rework on the HACCP plan hazard analysis and flow chart. If rework is not used, Co-manufacturers shall add a note to that effect in the HACCP plan.

➤ Additional Co-Manufacturer Requirements

Co-manufacturers shall obtain approval from Rich Chicks for any rework involving finished products manufactured for Rich Chicks.

VI. Shipping

1. Storage

Co-manufacturers shall assure that facilities used to handle or store raw materials, ingredients, packaging, WIP, and/or finished products are of suitable and appropriate design for the holding and storage of such items and are maintained to prevent potential contamination of said items. Raw materials, ingredients, packaging, WIP, and finished products shall not be stored adjacent to raw materials, ingredients, packaging, WIP, or finished products that have strong odors or chemicals, whether hazardous or non-hazardous.

Co-manufacturers and carriers shall hold raw materials, ingredients, packaging, WIP and finished products at temperatures recommended by the manufacturer/supplier or follow regulatory guidelines during all stages of storage, manufacturing and transport.

Co-manufacturers shall use storage racks constructed of impervious materials, designed to enable cleaning of the floors and storage area.

2. Cold Storage, Freezing, and Chilling of Foods

- Co-manufacturers shall confirm and document the effective operational performance of freezing, chilling, and cold storage facilities.
- Co-manufacturers shall assure chillers, blast freezers, and cold storage rooms are easily accessible for inspection and cleaning.
- Co-manufacturers using continuous temperature monitoring should review charts on a regular basis.
- Co-manufacturers not using continuous temperature monitoring should periodically check and document temperatures to assure adequate temperatures are maintained.



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- Co-manufacturers should fit freezers and coolers with automatic controls to regulate temperature and/or an alarm system to identify significant temperature changes.

3. Storage of Dry Ingredients and Other Shelf Stable Packaged Goods

Co-manufacturers shall locate rooms used to store dry raw materials, ingredients, and other shelf stable packaged goods away from wet areas. Co-manufacturers shall construct storage areas to protect the raw materials, ingredients, and other shelf stable packaged goods from contamination and deterioration. Co-manufacturers shall maintain an uncluttered space at wall perimeters to assure ease of access for cleaning, inspection.

4. Bulk Storage

Co-manufacturers shall develop and maintain a validated procedure for inspecting and cleaning silos and bulk storage tanks. Co-manufacturers shall maintain bulk storage tanks appropriately for their designated use.

Co-manufacturers shall develop and maintain a program to prevent unloading the wrong material into the wrong bulk tank. This program shall assure bulk storage unloading ports are capped and locked.

5. Storage of Packaging Materials

Co-manufacturers shall construct storage rooms to protect packaging from contamination and deterioration.

6. Storage of Equipment & receptacles

Co-manufacturer shall store equipment and receptacles in rooms designed and constructed to allow for the hygienic and efficient storage of equipment and receptacles. Co-manufacturers shall not store processing utensils or packaging in areas used to store hazardous chemicals and/or toxic substances.

If possible, equipment and pallets should not be stored outside. If outside storage cannot be avoided, Co-manufacturers shall store materials in a sanitary manner to prevent pest harborage and develop a program to clean equipment and pallets before re-entry into the building.

7. Storage of Hazardous Chemicals and Toxic Substances

Co-manufacturers shall store hazardous chemicals and toxic substances in such a way that they do not present a hazard to staff, raw materials, ingredients, packaging, WIP, finished product, product handling equipment, or areas in which product is handled, stored, or transported.

Co-manufacturers shall store pesticides, rodenticides, fumigants, and insecticides separately from sanitizers and detergents. Co-manufacturers should store all chemicals in their original containers.

Storage facilities for hazardous chemicals and toxic substances shall:

Comply with applicable federal, state, and local laws and regulations Be designed to prevent cross contamination between chemicals

- Be ventilated to the exterior
- Contain appropriate signage indicating the area is a hazardous storage area
- Be secure and locked to restrict access only to those employees with formal training in the handling and use of hazardous chemicals and toxic substances

Include a detailed and up to date inventory of all chemicals contained in the storage facility. Contain suitable first aid equipment and protective clothing. Have emergency shower and wash facilities available in the event of an accidental spill.

Be designed such that spillage and drainage from the area is contained in the event of a hazardous spill Include spillage kits and cleaning equipment.



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8. Alternative Storage and Handling of Goods

Co-manufacturers shall conduct a risk analysis when holding raw materials, ingredients, packaging, WIP, or finished products under alternative storage conditions to assure there is no risk to the integrity of those items, no contamination, and no adverse effect on food safety and quality.

VII. Release Procedures

Co-manufacturers shall develop and maintain a documented finished product release program. The program shall assure finished product is released only:

By authorized employees

After all inspections and analyses are successfully completed and documented (e.g., quality holds, pre-shipment review, microbiological testing).

All food safety controls and parameters established by federal, state, and local laws and regulations. Rich Chicks specifications have been met. Co-manufacturers shall maintain finished product release records.

1. Loading and Transport

Co-manufacturers shall develop and maintain a documented loading and transport program. At a minimum, the program shall:

Describe acceptable and unacceptable shipping container conditions.

Require documented inspections of shipping containers (e.g., trailers, trucks).

Require proper stock rotation (i.e., product to be shipped by first expiration date).

Include the handling of returned and/or brought back finished products.

Co-manufacturers should design loading and unloading programs to minimize unnecessary exposure to conditions and to maintain raw material, ingredient, packaging, and finished product integrity. Co-manufacturers shall provide finished products with sufficient shelf life remaining to allow for use by Rich Chicks in a timely manner.

Co-manufacturers shall adequately and legibly label each individual unit of finished product. The minimum information required on the label includes:

- Material name
- Lot number
- Ingredient statement
- Rich Chicks' material number
- Manufacturer's name
- Date of manufacture and/or a best by/use by date

2. Transportation

Co-manufacturers shall assure transit vehicles containing finished products for Rich Chicks are clean, dry, and free of infestation and off odors, and in good repair.

Co-manufacturers shall perform and document inspections of transport vehicles, including checks for structural integrity, cleanliness, and overall suitability, prior to loading finished products. Co-manufacturers shall inspect all inbound and outbound shipments and vehicles. Documented shipment and vehicle inspections shall include, but are not limited to, seal verification and specific inspection criteria regarding safety, structural integrity, and sanitation.

Co-manufacturers shall develop and maintain a program to check tanker logs to verify the tanker is designated as food grade and the prior load was an acceptable commodity or document the use of dedicated tankers. Co-manufacturers should collect and check wash tickets.

3. Seals

Co-manufacturers shall develop and maintain a seal policy to assure no product has been tampered with or lost while under the carrier's control.

Containers shall have intact seals upon arrival at co-manufacturers and the vehicle seal number shall match the original seal number applied at the original shipping point.



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Containers shipped via less than truckload (LTL) shipping shall be intact upon arrival at co-manufacturers location. While LTL shipments are not required to have a seal or continuous seal form because of the inherent nature of LTL shipments, Co-manufacturers shall have the shipper secure trailers with a lock and the carrier shall assure that no product has been tampered with or lost while under the carrier's control.

Rail seals shall meet or exceed the current PAS ISO 17712 standards for high security seals. A high security seal is constructed and manufactured of material such as metal or metal cable with the intent to delay intrusion.

4. Equipment Use

Co-manufacturers shall assure that, when transporting food products intended for human or animal consumption, carriers do not use equipment which has also been used for the transportation of hazardous materials (within the meaning of 49 USC§5102, solid waste within the meaning of 42 USC§6903, or which otherwise is not fully suitable for use in the transportation of any food, food additive, drug, cosmetic, or device within the meaning of those terms as used in 21 USC§321 or any other applicable law of similar kind or content.)

All equipment provided shall comply with the Sanitary Food Transportation Act of 1990 and associated regulations or any other applicable law of similar kind or content. Co-manufacturer must reject equipment, at no cost to Rich Chicks, if it does not pass Rich Chicks' standards or otherwise meet Rich Chicks' requirements.

VIII. Product Identification, Trace, Recall & Crisis Management

1. Product Identification

Co-manufacturers shall develop and maintain a product identification program, specifying employees responsible for identifying product, including raw materials, ingredients, packaging, WIP, and finished products, during all stages of production and storage. At a minimum, the program shall assure:

- Product is clearly identifiable during all stages of receipt, production, storage, and transportation
- Finished product labels comply with customer specifications and all applicable laws and regulations
- If applicable, product labels contain the appropriate Kosher or Halal symbol of their Kosher or Halal religious authority.
- Product identification records are maintained
- Lot Coding and Lot Size

A lot is defined as a unit of raw material, packaging, or finished product that is clearly delineable in the context of an intervention or other controls that would allow any subsequent action on the product (e.g., a recall) to be unquestionably limited to that unit. Lot definitions facilitate internal controls, provide clear boundaries around incoming raw materials and packaging, and potentially minimize the impact of a recall should a problem arise. Co-manufacturers should document the cleaning, sanitation, intervention, documentation, and other controls used to achieve lot separation and the scientific rationale (e.g., validation) for lot separation in the food safety plan.

Separating lots with a specific food safety intervention such as a lethality step and complete cleanup is optimal. Regardless of the manufacturing process, Co-manufacturers shall document their scientific understanding of the risks and a delineated means of managing the risk.

2. Coding

Co-manufacturers may use their own internal lot code or code date system. Date of manufacture should be determined from this lot code or code date (e.g., Julian calendar date). If date of manufacture cannot be determined from the lot code or code date, Co-manufacturers shall maintain sufficient control of the lot to provide the date of manufacture upon request or provide a lot code interpretation document on with appropriate reader permission granted to Rich Chicks.

Co-manufacturers shall assure all raw materials, ingredients, packaging materials, WIP, and finished products have traceable lot codes that follow the item from receipt through storage and use. Blending and mixing (MARINATION) records shall show times, quantities, and lot identification of raw materials and ingredients used.

3. Lot Size

No lot size should exceed 8 hours of production without scientific data to support larger lot sizes and preapproval from Rich Chicks.



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Co-manufacturers shall provide an interpretation of the lot size (e.g., cleanup to cleanup, hours of production, shift) and lot code or code date with appropriate explanation provided to Rich Chicks.

➤ **Additional Co-Manufacturer Requirements**

Co-manufacturers of foodservice sale units shall use lot codes and code dates in the required Rich Chicks format on individual packages and shipping cases. Rich Chicks shall provide this information as part of the Rich Chicks specification.

4. Corrective Actions

Co-manufacturers shall develop and maintain a corrective actions program to describe methods for investigation, resolution, management, and control of corrections and corrective actions. This program shall include the identification of the cause and resolution of non-compliance of critical food safety and quality parameters. Co-manufacturers shall document all investigations and resolutions of corrections and corrective actions.

5. Traceability and Mock Recalls

Co-manufacturers must have a comprehensive written recall plan specifically for that plant location. The recall plan procedures must be clear and concise and the plan must be reviewed and signed annually.

- The plan must identify the recall team members and describe their responsibilities.
- Current office and after-hour telephone contact numbers of all recall team members, both at the plant and head office, if appropriate, must be available to all team members. Contact list shall be provided to the Rich Chicks team, and resubmitted when updated.
- Contact numbers for appropriate regulatory contacts shall be included.
- Designation of responsible individual to coordinate the recall activities must be identified.
- Designation of responsible individual or agency, as spokesperson for public relations, must be listed.
- Designation of appropriate records and documents that must be available for recall actions.
- Identification of production codes and lot definition must be documented.
- Recall accountability of at least 99.5% but not more than 105% recovery or location and hold of implicated product within 4 hours must be recorded.
- Mock recalls conducted at least semi-annually to first level of distribution. Annually a mock recall to the first level of distribution centers shall take place to assure continuity of product traceability.
- Involvement of entire team in mock recalls is expected with a management review after the exercise is completed, with documented results of level of success and recommendations for any necessary improvements.
- Plant must have available report of latest mock recall and outcome.
- Recall summaries shall show accounting balance sheet of total quantity of product produced subject to the recall, quantities accounted for (located) and a calculated percent recovery (goal is 99.5% to 105%) and any corrective actions identified. The expectation is that identified lots of ingredients or food contact packaging can be traced to lots of finished product. Failure to meet these requirements necessitates a repeat mock recall test, until the criteria are met.

6. Crisis and Natural Disaster Management

Co-manufacturer shall assemble a crisis management team. The team shall include a sufficient number of members representing the necessary departments needed to handle and resolve a multitude of critical situations that may occur, i.e. recalls, security issues, emergency situations (power outage, flooding, etc.).

- Written procedures should be available to indicate the responsibilities of each member. The team must have responsibility for managing all aspects of a crisis situation, including contacting of regulatory officials, law enforcement, or media as necessary.
- A current list of responsible team members that are available 24 hours a day and 7 days a week, as well as regulatory contacts, corporate contacts, client contacts, outside support (trade associations) contacts, supplier contacts and other key contacts for use by the Crisis Team must be available. The list must contain both office and after hours telephone numbers. Each team member should have a designated back up individual.
- Team members must receive specific training in crisis management and response.



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- The crisis team must meet at least annually to evaluate the status of the program. All meetings and actions must be documented.
- Detailed plans for handling emergency situations are to assure that finished product, in-process product and ingredients are protected and in case of prolonged interruptions, that there are plans for alternate product supply.
- Policy shall designate Quality Assurance as responsible for evaluating the status of ingredients, in-process materials and finished product involved in an emergency. Quality Assurance shall make sure that all ingredients and materials are suitable for use prior to the start of production. Finished product involved in an emergency situation must be evaluated and released by Quality Assurance prior to shipping. Evaluation must be documented

7. Emergency Contact Information

Co-manufacturers shall provide emergency contact information (i.e., information allowing Rich Chicks to reach emergency contacts 24 hours a day, 7 days a week, 365 days a year)

8. Recalls and Withdrawals

Co-manufacturers shall develop and maintain a documented recall and withdrawal program. This program shall: Post emergency contact information (i.e., information allowing Rich Chicks to reach emergency contacts - 24 hours a day, 7 days a week, 365 days a year)

Identify employees responsible for activities during recalls and withdrawals. Describe management procedures to be implemented in the event of a recall or withdrawal, including legal and expert advice. Outline communication plan to inform Rich Chicks in a timely manner of all recalls and/or withdrawals

Co-manufacturers shall maintain documentation and records of all recalls and withdrawals. Co-manufacturers shall investigate all recalls and withdrawals to determine the cause. Co-manufacturers shall document and communicate to Rich Chicks any and all actions taken as a result of the investigation.

IX. Food Safety

Co-manufacturers shall outline the means by which they control potential hazards and assure food safety, including, but not limited to:

The results of a hazard analysis conducted to identify food safety hazards in raw materials, packaging materials, and the process

Process controls at control points in production to monitor food safety and identify when a process is deviating from set parameters

1. HACCP

Co-manufacturers shall develop and maintain a HACCP system to identify and control hazards associated with the material and/or process.

Conduct a hazard analysis and identify preventive measures Identify Critical Control Points (CCPs)

Establish critical limits Establish monitoring activities for each CCP

Establish corrective actions to be taken when a critical limit deviation occurs.

Establish verification and validation procedures

Establish a record-keeping system

Co-manufacturers may provide a copy of the HACCP program to Rich Chicks upon request. At a minimum, Co-manufacturers shall provide the HACCP flow chart of the process and allow Rich Chicks to view the plan at the Supplier's facility.

For products and processes with no CCPs, Co-manufacturers shall perform a hazard analysis and maintain a flow chart, the hazard analysis, and supporting documentation to justify the decision not to have a CCP.

Co-manufacturers shall review the hazard analysis, supporting documentation and flow chart at least annually or when the process, product, equipment, and/or other food safety related areas are changed. Co-manufacturers shall perform verification and validation of all prerequisite programs used to justify decisions in the hazard analysis to support the absence of CCPs.



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Co-manufacturers supplying labeled packaging materials (e.g., labels, cartons, film, lids, cups) shall perform a hazard analysis to identify process steps where labels and/or materials could be mixed or incorrectly labeled, potentially resulting in Rich Chicks receiving incorrectly labeled or materials with mixed labels.

At a minimum, Co-manufacturers supplying food contact packaging shall perform a hazard analysis and maintain a flow chart, the hazard analysis and supporting documentation to justify decisions made in the hazard analysis. If necessary, a HACCP program shall be implemented. The hazard analysis should include management and control of packaging material components that will have direct contact with the food, either after packaging by Rich Chicks or a co-manufacturer, to assure non-food grade material is not used and materials that could possibly migrate into the packaged food are kept at or below acceptable levels.

HACCP Team

Led by a trained individual, Supplier HACCP Teams shall develop, monitor, review, and validate the HACCP program. All members of the HACCP Team should be trained & certified in the principles of HACCP.

➤ Additional Co-Manufacturer Requirements

The individual leading the co-manufacturer HACCP Team shall complete a training course certified by the International HACCP Alliance or other widely recognized authority.

➤ Prerequisite Programs/Preventative Controls

Co-manufacturers shall establish and maintain prerequisite programs, preventive controls, and corrective action procedures, including, but not limited to, the monitoring of corrective actions taken, to support the HACCP program.

➤ Additional Co-Manufacturer Requirements

Co-manufacturers shall reference prerequisite programs, including, but not limited to:

- Allergen management, Calibration, Foreign material control and prevention, GMP, Preventive maintenance, Sanitation, Monitoring

Co-manufacturers shall monitor critical limits for each CCP at a frequency defined in the HACCP program to assure implementation of and compliance with the program. The HACCP program shall describe who performs monitoring activities, how the activities are performed, and how often the activities are performed.

Employees responsible for monitoring activities shall sign and date each monitoring record. A master sheet may be used to clearly align signatures to employees' names and titles. Co-manufacturers shall maintain legible, thorough monitoring records. Co-manufacturers shall assure measuring instruments used to monitor CCPs, if any, are appropriate for and capable of measuring the critical limit(s).

2. Verification

Co-manufacturers shall establish methods, identify responsible employees, and develop criteria for verifying the effectiveness of monitoring activities to assure they achieve their intended purpose. The HACCP program shall describe who performs verification activities, how the activities are performed, and how often the activities are performed.

Co-manufacturers shall document all verification activities. Employees responsible for verifying monitoring records shall sign and date each record verified. A master sheet may be used to clearly align signatures to employee names and titles. Co-manufacturers shall maintain legible, thorough monitoring records.

Verification activities should include, but are not limited to:

Record review Pre-shipment review

Calibration activities, if measuring instruments are used direct observation Annual reassessment



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3. Validation

Co-manufacturers shall establish methods, identify responsible employees, and develop criteria for validating prerequisite programs, critical limits, and other food safety limits to assure they achieve their intended purpose.

Co-manufacturers shall document all validation activities. Validation activities shall assure:

Critical limits are selected to achieve the designated level of control of the identified food safety hazard(s). Critical limits and control measures individually or in combination effectively provide control of the identified food safety hazard(s)

4. Review and Reassessment

Co-manufacturers shall review the HACCP program at least annually and when the process, product, equipment, and/or other food safety related areas are changed. Co-manufacturers shall document the review process and maintain records of reviews and the review process (e.g., meeting minutes, records of changes). This review shall include, but is not limited to:

Policies and procedures Internal and external audit findings

Investigations, resolutions, and corrective and preventive actions for all deviations and/or failures Food safety related consumer and customer complaints documented evidence of reassessments in the HACCP program

5. Documentation

At a minimum, Co-manufacturers shall:

Maintain a current, signed copy of the HACCP program

Assure the plant manager or plant authority signs the HACCP program upon creation and with each change

Develop a HACCP program for each type of product or process includes the product flow in the HACCP program.

Assure a current flow chart, identifying CCPs, is available upon request

Summarize CCPs, if any, in the HACCP program with critical limit(s), monitoring activities, corrective actions, and verification activities. Include documentation of process capability to demonstrate the critical limit(s) is compatible with plant process capabilities.

Assure management maintains control of the product and process when deviations occur, document all deviations and corrective actions to demonstrate control of the affected product maintain a deviation log.

Document the justification for monitoring and verification frequency in the HACCP program Document verification and validation of prerequisite programs listed in the HACCP program

X. Food Defense

Co-manufacturers shall establish and maintain documented food defense programs to prevent food adulteration caused by deliberate acts of sabotage or terrorist like incidents. The program shall include, but is not limited to:

Appoint management responsibility for food defense.

Methods to record and control access to the premises by employees, contractors, and visitors.

Appropriate employee screening programs.

Methods to assure only authorized employees have access to production and storage areas through designated access points.

Methods implemented to protect sensitive processing points from intentional contamination.

Measures taken to assure the secure storage of raw materials, ingredients, packaging materials, equipment, and hazardous chemicals

Measures to assure finished product is held under secure storage and transportation conditions

Public Health Security and Bioterrorism Preparedness and Response Act of 2002

Public law 107-188, June 12, 2002 (commonly known as the "Bioterrorism Act of 2002") requires Co-

manufacturers of food materials and products to and within the United States to be registered with the FDA or

USDA and to comply with all requirements of the Bioterrorism Act of 2002.

1. GMPs

Co-manufacturers shall develop and maintain documented GMP programs that control conditions to protect and maintain food safety and quality. These GMPs include, but are not limited to, the following:



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Employee training

Product and material receiving, handling, and storage

Employee hygiene and hygienic practices

Control of employee illness and communicable disease

Facility and equipment condition

Facility structure and grounds

These GMP programs shall comply with 21 CFR §110 and the Codex Alimentarius Commission's recommendations on general principles of food hygiene, where applicable.

Co-manufacturers should provide first aid facilities sufficient to treat minor injuries. Co-manufacturers shall make suitable arrangements for patients requiring more specialized care. Co-manufacturers shall assure employees are trained in proper mitigation steps to contain blood-borne pathogens.

2. Sanitation Standard Operating Procedures (SSOP)

Co-manufacturers shall develop and maintain documented SSOPs to assure the cleanliness of food handling and non-food handling equipment and facilities. SSOPs shall include, but are not limited to, the following:

- Documented standard cleaning methods for individual pieces of equipment, utensils, and facility structures. Verification of cleaning effectiveness.
- Tool and maintenance, both preventive and unscheduled.
- Sanitation Cleaner and sanitizer chemical control.
- Employee hygiene
- Where applicable, cleaning methods shall include acceptable ranges for water temperature, chemical concentration, and sanitizer strength.
- Co-manufacturers should monitor and record sanitizer strength for chemicals not rinsed from food contact surfaces.

3. Master Sanitation Schedule (MSS)

The SSOPs shall include an MSS for all plant equipment and facility cleaning, including other daily activities in place to maintain the cleanliness of the facility. The MSS should address equipment and activities not performed as part of the routine sanitation schedule. Co-manufacturers should include the roof and outside grounds in the MSS or other plant activities (e.g., preventive maintenance programs) to monitor routinely.

The MSS shall identify, but is not limited to:

Specific equipment and areas to be cleaned and sanitized

The frequency with which cleaning and sanitation activities occur and Employees responsible for carrying out cleaning and sanitation activities

Employees responsible for verifying the effectiveness of the cleaning and sanitation program - Methods used to clean and sanitize.

Co-manufacturers shall document all sanitation activities upon completion.

Co-manufacturers shall perform and document visual inspections to assure cleaning effectiveness.

Co-manufacturers shall also verify cleaning effectiveness (e.g., bioluminescence monitoring or swabbing of food contact surfaces at the end of the cleaning cycle, but before sanitizing) and document or record the results. The program shall address re-cleaning and documentation of corrective actions when deviations occur.

Co-manufacturers shall assure food processing areas, food contact surfaces, equipment, and employees sanitary facilities are clean before production.

Changeovers from an allergen containing product to a non-allergen containing product may require intensified cleaning. In addition, such allergen changeovers may require documented validation in compliance with third-party auditors.

4. Pest Elimination Program

Co-manufacturers shall develop and maintain a documented integrated pest elimination program designed to prevent pest activity within the building and the surrounding area. The program shall include, but is not limited to: Supporting documentation indicating trap and bait station locations

Pest Tight Doors and Entrance Closures - All doors, including dock doors, must be tight closing with no visible light observed between the floor or doorjamb.



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5. Chemical use and storage

Licensed Pest Control Operators (PCOs) or trained employees shall document each inspection, complete with pest activity, and immediately address deficiencies with corrective actions. Co-manufacturers shall document deficiencies and all corrective actions.

Pests may include, but are not limited to: Insects, Rodents, Birds, Reptiles, Other animals

At a minimum, the program should cover all interior and exterior locations and include:

The applicator's license and insurance

List of chemicals used

Quantity of pesticides applied

MSDS for each chemical

Chemical application log

Pest activity log

Map of all pest control devices.

Co-manufacturers should train employees to increase awareness of the pest elimination program and actions that should be taken if employees come into contact with elements of the pest elimination program (e.g., bait stations, traps, pesticide application).

6. Chemical Approval and Control

Co-manufacturers shall develop and maintain a chemical approval and control program to assure the safe use and storage of chemicals, including those used in the pest elimination program. The program shall assure only approved food grade chemicals are used in food and food contact packaging material production.

Co-manufacturers shall maintain a chemical inventory and shall make MSDS sheets and labels available for all chemicals used in the facility.

Co-manufacturers shall store chemicals in a restricted/locked area vented to the outside and accessible only by trained employees. Co-manufacturers shall label, store, and dispose of chemicals in compliance with all applicable federal, state, and local laws and regulations.

Co-manufacturers shall not reuse empty chemical containers. Co-manufacturers shall label and securely store empty containers prior to collection.

Co-manufacturers shall store unused and/or obsolete chemicals under secure conditions while waiting for authorized disposal by an approved Supplier.

Co-manufacturers shall lubricate equipment located over product or product conveyors with food grade lubricants. Co-manufacturers shall use non-toxic paint in food handling areas and only on non-food contact surfaces. Co-manufacturers shall maintain physical separation of food grade and non-food grade lubricants in storage areas and cabinets to prevent potential contamination. Co-manufacturers shall clearly label grease guns for food grade or non-food grade lubricants.

7. Safety Data Sheets (SDS)

Co-manufacturers shall provide SDS for all materials provided to Rich Chicks upon request. If an SDS is not appropriate for the material provided to Rich Chicks, Co-manufacturers shall provide a letter explaining the regulatory rationale used to determine that an SDS is not required. Co-manufacturers shall routinely review and maintain SDS documents for accuracy based on currently available science and regulatory guidance. If a significant change is made to an SDS that may have direct implication to Rich Chicks, Co-manufacturers shall notify Rich Chicks in writing of the change.

XI. Pre-Requisite Programs

1. Identity Preserved Products (Gluten Free)

The program shall assure the identity preserved status of products is maintained from receipt of ingredients through manufacture and shipping of finished products. Co-manufacturers shall physically separate identity preserved products from ingredients identified as incompatible with the identity preserved product. Co-manufacturers should complete processing of identity preserved products in a separate room, on the first



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production run, or after completion of a thorough sanitation of the area and equipment. Co-manufacturers should store and transport identity preserved products in separate units or isolated by a physical barrier from other products and ingredients.

2. Allergens and Sensitive Ingredients

Co-manufacturers shall provide information for each material supplied to Rich Chicks indicating allergens and sensitive ingredients present in the material. FDA identifies and controls this list of 8 major food allergens under direction of the Food Allergen Labeling and Consumer Protection Act (FALCPA): Egg, Fish, Crustacean Shellfish, Soy, Tree Nuts, Wheat, Peanuts, Milk

*In accordance with FALCPA, Rich Chicks considers the refined and bleached oils derived from these foods non-allergenic.

Depending on the final destination, Rich Chicks may also require Co-manufacturers to address sulfites and other sensitizing agents in their allergen control programs. Co-manufacturers shall comply with all applicable laws and regulations, including those in the country of origin and the destination country of the finished product manufactured using these materials.

Co-manufacturers shall develop and maintain an allergen and sensitive ingredient control and training program. The program shall direct employees in assessing where and how allergens and sensitive ingredients are received, stored, and handled. The program shall meet the requirements outlined in FALCPA and comply with all laws and regulations applicable to the material's manufacture and final destination (i.e., country of manufacture and destination country of the finished product manufactured using the material). The program shall also identify potential avenues for cross-contamination, including, but not limited to, the following:
Rework, Trimming, Reprocessing & Equipment cross contact

➤ Additional Co-Manufacturer Requirements

Co-manufacturers shall maintain a schedule matrix to control allergen cross contamination in the facility with full sanitation conducted between allergen runs.

3. Environmental Monitoring Program (EMP)

Co-manufacturers manufacturing microbiologically sensitive materials for Rich Chicks shall develop and maintain a pathogen environmental monitoring program. The program shall identify the presence and extent of potential pathogens in the plant environment and describe appropriate corrective actions, as needed, to assure the elimination of potential pathogens from the plant environment.

At a minimum, the program shall define:

- How sampling sites are selected
- Target microorganism(s)
- Frequency of sampling
- Method of sampling
- Testing methodology
- Specification limits
- Corrective actions to be followed if a positive result is found. Site selection should take into account traffic and product flow within the production environment, sanitary design of the equipment and facility, and potential pathogen harborage sites. Sampling plans should include floor drains located in relevant areas. Routine sampling must occur during normal operating (production) hours when materials are being manufactured. Site descriptions for each sample should enable clear correlation to the sampling site within the plant environment.

Laboratories performing the testing shall demonstrate the ability to provide accurate and valid results using AOAC/ISO methodologies or current methods of the U.S. FDA or USDA.

In the event of a positive result in the plant environment, corrective actions shall include an investigation to determine the likely source, measures taken to eliminate the pathogen from the environment (e.g., cleaning and sanitation), and mechanisms to verify the effectiveness of the corrective actions. Corrective actions shall include no



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less than three (3) consecutive days of follow up swabs taken at the site from which the original positive result was obtained and vector swabbing around the site. Co-manufacturers shall analyze positive findings over time to identify potential trends and determine if further corrective actions are needed.

Co-manufacturers shall verify and document compliance to the environmental monitoring program at least quarterly. Co-manufacturers shall also review the environmental monitoring program when changes occur to the process or product (e.g., new equipment installation, modification of a material, or introduction of a new material). Co-manufacturers shall re-validate their lethality process, if applicable, each time the environmental monitoring process changes or at least annually.

4. Equipment Calibration

Co-manufacturers shall develop and maintain a documented calibration (certification) program to evaluate the performance of operational measuring devices (e.g., metal detectors, thermometers). The program shall include documentation of corrective actions to address the use of a non-calibrated or inaccurate measuring device. The program should include an all-inclusive master calibration list with frequency and due date of next calibration.

5. Foreign Material Prevention and Control

Co-manufacturers shall develop and maintain programs for foreign material prevention and control. The program shall describe maintenance, set-up, verification, and frequency of testing for all foreign material prevention and/or detection devices used by the co-manufacturer. The program shall include guidelines for the prevention of contamination and disposition of materials with suspected or known contamination. Co-manufacturers shall maintain documentation of foreign material findings with root cause and corrective actions.

All materials manufactured for Rich Chicks shall undergo a foreign material prevention and/or detection step appropriate for the process and material in question (e.g., x-ray, metal detectors, filters, screens). Sensitivity (e.g., detection limits, screen sizes, magnet strength) of the foreign material prevention and/or detection step shall be appropriate for the process and material in question. Co-manufacturers shall optimize the degree of detection, prevention, and mitigation based on the best available technology for the specific application.

Foreign material, also referred to as extraneous material, is any material not intended to be part of the finished product, including, but not limited to, the following: Bone, Cloth, Dirt, Feather, Glass, Hair, Insect Parts, Metal, Paper, Plastic, Rocks, Rodents, Rust, Stems, Wood.

Co-manufacturers shall develop and maintain a program to control glass and hard/brittle plastic. The program shall identify equipment and other areas containing glass and hard/brittle plastic. The program should restrict the use of glass and hard/brittle plastic devices and supplies. Facilities packing materials in glass shall properly clean the containers and provide shielding to protect materials and ingredients in the event of glass or hard/brittle plastic breakage during production.

Co-manufacturers should assure wood pallets used in food handling and processing zones are clean and in good repair. Co-manufacturers should remove or tightly fix loose metal objects on equipment and overhead structures to prevent foreign material contamination.

➤ Additional Co-Manufacturer Requirements

Co-manufacturers shall conduct routine inspections of the premises and equipment to assure it remains in good condition and does not pose a potential foreign material contamination risk to the product. Co-manufacturers shall isolate, clean, and thoroughly inspect any area in which glass or hard/brittle plastic breakage occurs prior to the commencement of operations

Co-manufacturers shall take measures including, but not limited to, the following to prevent foreign material contamination:

Routinely monitor metal or other physical contaminant detectors (e.g., metal detectors, X-ray) for operational efficiency

Fit metal or other physical contaminant detectors with devices to indicate when a foreign object is detected and rejection devices to isolate affected product



Expectation Guidelines

Develop and document a program to set up, test, and calibrate metal detectors to detect ferrous (Fe), non-ferrous (non-Fe), and stainless steel (SS)

Clean magnets according to the MSS (Master Sanitation Schedule)

Perform pull tests on magnets at least annually; assuring magnet strength is within 10% of design.

Inspect screens and/or filters used to remove foreign material at a frequency that maintains their effectiveness

6. Maintenance

Co-manufacturers shall develop and maintain a program to assure maintenance is performed in a manner that minimizes the risk of product, packaging, or equipment contamination. The program shall include, but is not limited to, preventive maintenance, installation, and repairs and use of Work Order systems. Co-manufacturers should maintain a preventive maintenance schedule to cover building, equipment, and premises critical to food safety and quality.

Maintenance employees shall account for tools and remove debris when work is completed. The program shall include procedures to guard against contamination due to line maintenance work. In the event Temporary Repairs are necessary, a program shall be available to monitor and document open and closing of Work Orders related to the Temporary Repair.

Co-manufacturers shall provide dedicated maintenance tools for use in the RTE area, where and when appropriate. All contractors and Co-manufacturers shall meet the requirements of the GMP program while working on the premises.

Maintenance employees shall inform management if repairs and/or maintenance poses a potential threat to product safety. Equipment shall be cleaned, sanitized and sanitation process verified and documented after repairs are performed during production hours. Management shall take appropriate measures to protect product, which may include performing repairs outside processing times.

7. Utilities Management

Co-manufacturers shall develop and maintain effective programs for the management and control of the following utilities:

Water, Ice, Steam, Air and Compressed Air

Co-manufacturers shall develop and maintain effective programs to control microbiological quality of water and ice to verify that water meets specified requirements of all applicable federal, state, and local laws and regulatory requirement. The program should include regular monitoring to assure it remains effective.

Co-manufacturers shall provide supplies of hot and cold water as required to enable the effective cleaning of the premises and equipment.

Sampling and testing of water, ice, steam, air and compressed air shall be done at an established and appropriate frequency and sites should be rotated to assure complete monitoring.

XII. Compliance

1. Lab and Test Methods and Validation

Co-manufacturers shall develop and maintain a documented program to address how records and reports of analytical information are gathered by the facility and/or outside laboratories, documented, and retained. The program shall document laboratory testing methods based on recognized and approved methods and procedures (e.g., AOAC, AACC, APHA, BAM, USDA). Co-manufacturers shall verify the program with documented evidence that the test results are accurate and reliable, checking sample programs and including calibration of instruments and measuring devices.

Co-manufacturers shall develop and maintain a defined analytical program for testing in process and finished goods. The program should define a sampling plan, tests, test methods, and record keeping and should cover both in-house and third party testing.

Co-manufacturers shall develop and maintain a finished product retention program to assure that, in the event a finished good requires additional evaluation during its shelf life, samples of the materials are available.

2. On-site Laboratories



Expectation Guidelines

Co-manufacturers shall design, equip, calibrate, and maintain laboratory facilities and equipment appropriately to yield accurate and precise results without potential of contaminating production areas with physically and administratively controlled access.

Co-manufacturers shall design on-site laboratories to limit access only to authorized employees and display signage identifying the laboratory as a restricted area accessible only by authorized employees. Laboratory staff shall have documented qualifications by way of specific training, certification, or other forms of accreditation. Co-manufacturers shall locate on-site laboratories separate from food processing and handling activities. Co-manufacturers shall implement Good Lab Practices (GLPs) and assure they are understood by all laboratory staff. Co-manufacturers shall make provisions to isolate and contain all laboratory waste held on the premises. At a minimum, Co-manufacturers shall place laboratory waste water outlets downstream of drains that service food processing and handling areas. Co-manufacturers shall autoclave or disinfect waste from microbiological testing prior to disposal.

3. State and Federal Laws and Regulations and Regulatory Status

Co-manufacturers shall provide only materials legally marketable for use in the U.S., Canada, and other countries as requested by Rich Chicks. Co-manufacturers shall maintain appropriate documentation to verify the regulatory status of all materials provided to Rich Chicks.

Appropriate documentation may include, but is not limited to, GRAS conditions for use statement, a third party opinion, or a Code of Federal Regulations (CFR) reference. In all cases, Co-manufacturers shall maintain this documentation and keep it up to date during the entire time the material is provided to Rich Chicks.

Co-manufacturers shall provide regulatory documentation certifying the legal status of materials immediately upon request by Rich Chicks and make this documentation available to Rich Chicks, third party, and regulatory auditors as needed.

Regulatory Compliance

Co-manufacturers shall comply with all applicable federal, state, and local voluntary and required laws, regulatory programs, and rules.

4. Reduction of Toxics in Packaging

Packaging and packaging components provided to Rich Chicks and/or utilized in the manufacture of products for Rich Chicks shall comply with all applicable laws and regulations of the country of origin and destination country with consideration for the intended food type and condition of use.

Co-manufacturers shall assure that packaging and packaging components comply with regulations that require the sum of incidental concentration levels of lead, mercury, cadmium, and hexavalent chromium to not exceed limits set by applicable laws and regulations. Co-manufacturers shall obtain the same written assurances from their co-manufacturers. Co-manufacturers and their co-manufacturers shall maintain supporting documentation throughout the lifespan of the packaging or packaging component.

Co-manufacturers shall develop and maintain an ongoing chemical management policy to assure potential chemical adulterants and reasonably anticipated chemical contaminants are monitored and remain within regulatory requirements and, as appropriate, Rich Chicks specifications. Rich Chicks reserves the right to periodically test any materials for chemical contaminants including economic adulterants.

5. Quality Policies and Procedures

Co-manufacturers shall develop and maintain specific programs as part of an overall food safety and quality system to assure the materials provided:

Meet all specifications, standards, and requirements established by Rich Chicks conform to all applicable federal, state, and local laws and regulations and industry standards are free from any physical, chemical, or biological hazards

At a minimum, Co-manufacturers' food safety and quality system shall comply with GFSI standards and include: Food supply chain security, GMP's, SSOP's, HACCP, Environmental monitoring procedures (EMP), Allergen and sensitive ingredient control, Pest elimination, Foreign material prevention and control, Receiving and inventory



Expectation Guidelines

management, Product and process evaluation, Product traceability and mock recalls, Packaging and labeling, Storage and shipping, Analytic records and laboratory support, Employee training.

Rich Chicks shall evaluate Co-manufacturers' processes and products on a regular basis. Rich Chicks reserves the right to conduct site visits as a part of our evaluation, with the goal of continual improvement.

6. Audits

Internal Audits

Co-manufacturers shall establish and maintain documented auditing methods and identify employees responsible for scheduling and conducting internal audits to verify the effectiveness of the food safety and quality system, including factory and equipment inspections, prerequisite programs, food safety plans, and legislative controls.

Co-manufacturers should prepare an internal audit schedule detailing the scope and frequency of internal audits. Co-manufacturers shall communicate audit results to relevant management employees and staff responsible for implementing and verifying corrective actions.

Co-manufacturers shall train all employees conducting internal audits on internal audit procedures. Whenever possible, employees conducting internal audits should be independent of the function being audited (i.e., no cross functional teams should perform audits).

7. Third Party Audits

Rich Chicks performs audits and uses third party audits conducted by industry recognized companies to verify that our Co-manufacturers' food safety and quality systems are designed properly and are functioning in compliance with applicable regulatory and industry standards. Co-manufacturers should post third party audit results, complete with documented corrective action and give Rich Chicks appropriate reader rights to the documents.

Our preferred audits are those benchmarked by the GFSI board and performed by an accredited, certified auditor. Rich Chicks may accept other auditing agencies on a case by case basis.

8. Certification

Co-manufacturers shall comply with certifying organization requirements of the certifying body on the final Rich Chicks product. Certifying organizations include, but are not limited to: Kosher, Halal, Organic

XIII. Continuous Development

1. Employee Continuous Training & Education

Co-manufacturers shall develop and maintain a documented employee training program to assure regular training on food safety and quality. Co-manufacturers shall provide training that includes, but is not limited to:

- GMPs
- Prerequisite programs
- Allergen control
- Food defense
- Food regulatory requirements
- Critical steps identified by the hazard analysis and other instructions critical to implementation and maintenance of the Food Safety Program and Food safety system.

Co-manufacturers shall determine the necessary competence for employees performing work affecting food safety, food defense, and product quality across all functions that come into contact with the materials. Co-manufacturers shall train new and temporary employees before they begin working in production. The training program shall include refresher training.

Co-manufacturers shall assure at least one individual at each facility is HACCP certified (i.e., through a course certified by the International HACCP Alliance or other widely recognized organization). Employees monitoring, verifying, or validating CCPs and/or CQPs shall receive specific training that demonstrates and documents their competency and ability to conduct the required activities.



Expectation Guidelines

Co-manufacturers shall maintain a master training record for all employees. The master training record should include, but is not limited to:

Participant name and title

Skills description

Description of the training provided

Date training completed

Trainer or training provider

Verification of training completion and trainee competency

Co-manufacturers shall develop, maintain, and make available standard procedures and/or work instructions for tasks critical to meeting customer specifications and ensuring food safety and quality. Co-manufacturers shall deliver training and training materials in languages understood by all employees.



Product Recovery Procedure or Mock Recall Procedure

Objective

When a situation arises with regard to adverse product or package quality to the extent of withdrawal or recovery, it is necessary to contact the proper personnel immediately with the correct information. The critical factors to a successful withdrawal/recovery execution are speed and accuracy!

The main objectives are:

- a. Locate the product.
- b. Remove the product.
- c. Provide accurate information.

Scope

This procedure covers all products that are under regulatory food safety requirements at federal, state and local levels. Any products that are deemed not to adhere to these requirements may come under the auspices of this procedure.

Requirements

- a. Any employee who has reason to believe that a hazardous or illegal product may be a threat to public health has been produced or distributed has the responsibility to bring this information to the attention of his immediate supervisor.
- b. In order to achieve the objectives identified in the introduction, it is important to determine what the specific problem is and to what extent the problem exists. The reporter of the incident must provide the following information:
 - i. Product in question
 - ii. Production day produced
 - iii. Package size
 - iv. Location purchased - Geographic, DC name
 - v. Date incident occurred
 - vi. Details of incident
 - vii. Name, phone number, address of complainant and persons involved

This information should be directed to the Recovery Coordinator or designate. The information should be documented on a Product Withdrawal/ Recall Summary.

- c. The decision to undertake a product recall will receive the highest priority over any other company responsibility. A recall requires immediate action at any time and is not limited to normal working hours.
- d. All decisions and information concerning an actual product recall will be coordinated through the Recovery Coordinator or a designated alternate. No other employees are authorized to speak for the company unless specifically approved by the Recovery Coordinator in conjunction with Legal counsel.



Recovery Procedure Process Steps

(See Figure 3-Recovery Action Plan Diagram)

Step 1 - Notification

Knowledge of an unsafe product or the possibility of an unsafe product may come from many different sources. Potential product Recovery information may come from a consumer, a customer, a broker, an employee or a regulatory agency. Whatever the source, it is important to obtain as much accurate information as possible. The Product Withdrawal/ Recall Summary included in this section of the manual should be used to record the pertinent information. The Recovery Coordinator (RC) must be informed immediately of any potential problem. If unable to reach him/her, notify the designated alternate coordinator promptly. Do not wait until the next day if other than normal working hours.

Step 2 - Initiate Product Trace

The Recovery Coordinator initiates trace. The trace starts at the producing facility and continues through distribution centres and, if necessary, direct trade shipments.

The facility provides information on codes, affected quantities, and date(s) of shipment, order numbers, destinations (account and location or distribution centre location) and the method of shipment (car/truck/rail number).

Step 3 - Evaluation

Segregate all products on hand that meets the description of the suspect product place it in a designated area and treat as a "hazardous hold". This is to be performed at each location where suspect product is held.

When making the initial evaluation:

- Weigh the severity of potential harm against the likelihood of such harm occurring.
- Make no statements to external parties until a decision is reached about the class/depth of withdrawal/recall.
- Put internal hold on all suspected products.
- Make a preliminary decision based on whether:
 - Initial information poses serious public health questions.
 - No significant hazard is involved,
 - A potential health hazard is suspected.

Further investigation should be conducted.

- Testing of recalled/withdrawal product is to be done by Third Party lab. Third Party lab, if needed can send a cooler with gel packs for transportation of product back to the lab (analysis site).
- Cooler should be closed with a tamper-free strip as verification to the lab that the product has not been tampered with from the site to the lab.
- Recall meeting to be held with members of Recall team in order to decide if recall/withdrawal should be done after the specific problem and to what extent the problem exists is determined. Recovery Procedure Steps 1-5 shall be determined in completion before a decision is made.

Step 3a – External Laboratory Action

- 3rd party lab to expedite testing so that informed decisions can be made about the status of the “Hold” items and to assign “withdrawal or recall” category to the incident.

Step 4 - Hazard?

Steps to take if potential hazard exists:

- Test raw materials as source of contamination, if applicable.
- Review all process controls to determine if processing procedures were followed.
- Review integrity of packaging materials.
- Determine if mishandling in the distribution chain could cause contamination.
- Determine if contamination could be caused by consumer misuse or abuse.
- Find out government tolerances and/or action levels to confirm if the product is legally adulterated.

Step 5a - Determine Alternate Action

No public health risk. Clear as per normal channels.



Step 5b - Recall

Assess public health risk once it is clear that product is adulterated, misbranded or outside of specifications:

- Relevant factors include if illness or injury have already occurred; if product exposes humans or animals to hazard; and, immediate or long-range health consequences.
- Determine population of those at greatest risk (i.e., general population, elderly, infants, etc.).
- Other considerations
 - if special processing was required
 - if the product is susceptible to consumer abuse/misuse

Advise the RC team, who will make the final decision as to whether a product recall should be initiated. The Legal Counsel may recommend or influence final decision whether or not to take withdrawal or recall action.

The recall decision will be made based on the degree of hazard (recall classification). The recall classification indicates the level of withdrawal/recall and degree of follow-up (effectiveness checks) required.

A product recall follows the Food Safety Inspection Service Guidelines published in the Federal Register April 1, 2011 (21 CFR Part 7). Recall effectiveness-checks are conducted using the format and methods described in the FSIS publication.

A decision to recall will include a recall plan that specifies:

- Depth of the recall; and
- Necessity for a public warning, including the control of such warning and the media to be utilized in transmitting it.

Step 6 Notify FSIS

The Recovery Coordinator, or its designate, communicates with regulatory agencies regarding recall action. The Recovery Coordinator, or its designate, in cooperation with Legal Counsel approves and submits a recall plan. It is preferable for the plan to include a recommendation of the level (Class I, II or III) to government agencies.

Notification must be within 24 hours of incident.

Information to Send FSIS

Recall guidelines request that the agency be informed promptly of all company-initiated recalls or product withdrawals. FSIS has no statutory authority to require a recall, but can request one.

Report information to: <https://www.fsis.usda.gov/recalls>

When the Recovery Coordinator initiates a recall for a Food Safety related reason he will notify the appropriate regulatory agency having jurisdiction with information including:

- Reason for Recall: Foreign material, food borne illness, contamination, etc.
- Recalled product information, such as name, code marks or lot numbers, plant number/name, date of production, etc.

The amount of product involved, broken down as follows:

- total quantity of recalled product originally in company's possession,
- total quantity distributed at the time of recall
- total quantity remaining in the company's possession
- Areas of distribution of the recalled product: by area, cities, states, country if exported, along with retailers' and wholesalers' names and addresses.
- Information on any other product, which could be affected by the same hazard.

Periodic status reports to FSIS are requested to monitor the progress of the recall. The frequency should be determined by the relative urgency of the recall and may be specified by the FSIS. Status reports should contain:

- Number of customers notified about the recall date and method of notification.
- Number of customers responding, and quantity of products on hand at the time received.
- Number of customers that did not respond.
- Amount of product returned or collected by each customer and the quantity of products accounted for,
- Number and results of effectiveness checks made.
- Estimated time frames for recall completion.



Step 7 - Product Withdrawal and Destruction

The Recovery Coordinator will communicate a recall decision to the Product Recovery Team, the producing facility, distribution centres and sales personnel involved with the actual recovery and disposition of the identified product.

Transportation of suspect product to facility designated location will be handled in an expedient manner. An accurate inventory of returned goods will be kept. Records of product picked up from customers' must be accurate. Upon receipt product will be segregated and tested if appropriate. Product will be either be destroyed or stored until final disposition is reached.

Care should be exercised to maintain compliance with federal, state and local regulations with regard to transportation or destruction/disposal of the suspect product. Landfill regulations and toxic substance disposal regulations must be considered. Records and receipts substantiating the destruction of a product must be maintained.

Using the Product Withdrawal/ Recall Summary or via email/phone calls, the sales contact will inform all brokers, distributors and, if appropriate, retailers who have received the suspect product. A copy of each notice (paper or electronic) must be given to the RC for the official files and as documentation may be requested by FSIS/USDA.

Distribution stops shipment of suspected product in transit and arranges for product in the field to be returned as directed in the Notice of Product Withdrawal form. Distribution provides customer names and numbers, shipment dates, order numbers, and quantities for all shipments, and ensures that all quantities on hand or returned are placed on "hazardous hold".

Quality Assurance begins investigations of possible causes.

Sales and Marketing departments:

- Notifies all direct buyers of withdrawal/recall
- Helps coordinates pick up of product from retail shelves
- Contacts all retailers, explains situation, commences product retrieval

Distribution departments:

- Begins pick up of all product in warehouses
- Arranges for storage and quarantine of returned product in central location for each marketing region

Step 8 - Recall Termination

Recalls involving the FSIS/USDA are officially terminated when:

FSIS — A final written summary by FSIS/USDA is sent to the most responsible person in the facility - a copy of the summary sent to the Recovery Coordinator. The recall is then placed in the weekly Enforcement Report. This report is a descriptive listing of each new recall according to its classification and whether it was agency or company-requested. The report includes information about the specific action taken by the recalling firm.

Once facility has completed effectiveness checks and has determined recall is complete, the requested notification is received from regulatory that the recall is over.

Termination of Recall: When the Recovery Coordinator has determined a satisfactory disposition of the recalled product has been achieved and the information required for the summary of the recall is complete, then the recall shall be terminated. The summary of the recall will include root cause analysis and confirmation of the corrective measures taken by facility to eliminate from its manufacturing and distribution processes those conditions or practices that created the recall.

Associated Documentation

Product Recovery Protocol

Product Withdrawal/ Recall Summary Form

History of Amendments

01/16/2018 Documentation to support product recovery.

11/21/2023 Replaced FDA with FSIS - PB



Key Contact List

Responsibility	Name	Phone Number	Email/Web links
Senior Vice President, Executive VP of QA, Recall Coordinator	Paul Byrd	(205) 706-8644 (1 st Call)	pbyrd@richchicks.com
Security Exchange	Paula Piontek	(305) 384-4825 (2nd Call)	ppiontek@securityexchange24.com
Insurance – Appt. Legal Council	Scott Whitman	(707) 794-8701 (3 rd Call)	scott@whitman-insurance.com
Recall Coordinator Backup Supply Chain Director	Barbie Knoles	(310) 346-4253	bknoles@richchicks.com
Supply Chain Supervisor – Inv./Prod.	Anthony Bates	(424) 266-9316	abates@richchicks.com
Quality Assurance Coordinator	Nick Fertitta	(601) 826-4167	nfertitta@richchicks.com
Chief Operating Officer	Everett Kuglar	(770) 356-2331	ekuglar@richchicks.com
Owner/President	Neil Kinney	(310) 721-9513	nkinney@richchicks.com
Senior Vice President	Karen Bates	(424) 266-9312	kbates@richchicks.com
Third Party Lab - Ampro Laboratories	Wanda Ledford	(770) 887-6011	Wanda.ledford@amprot.com
FSIS/USDA	Lola (Lori) Holden	(770) 710-3587	Lola.holden@ams.usda.gov

Recall Team/Product Recovery Team

Responsibility	Name	Phone Number	Email/Web links
Recall Coordinator	Paul Byrd	(205) 706-8644	pbyrd@richchicks.com
Recall Co-Backup, Supply Chain Director	Barbie Knoles	(310) 346-4253	bknoles@richchicks.com
Recall Coordinator Backup	Clay Howard	(404) 360-6569	choward@richchicks.com
Recall Coordinator Backup	Nick Fertitta	(601) 826-4167	nfertitta@richchicks.com
Customer Service	Anthony Ciomber	(310) 487-2934	aciomber@richchicks.com
Chief Operating Officer	Everett Kuglar	(770) 356-2331	ekuglar@richchicks.com

Recall Team – Key Staff Roles & Responsibilities

Name	Role	Responsibilities
Paul Byrd	Recovery Coordinator	Responsible for managing, investigation, & stop distribution & coordinate return of recall/withdrawal product. Implement recall/withdrawal, responsible communicating with Customers & Media.
Barbie Knoles	Recall Coordinator Backup Supply Chain Director	Oversees recovery records Responsible for managing, investigation, & stop distribution & coordinate return of recall/withdrawal product. Implement recall/withdrawal; responsible for investigating to determine the root cause of the recall/withdrawal; documenting any actions taken; maintaining records; placing product on hazardous hold; annual system review, testing & verification
Everett Kuglar	Commodity	Technical Advice
Scott Whitman	Insurance – Will assign legal counsel, if necessary	Matters related to public notice and customer relationship.

FDA decides class of recall-FDA Must be notified within 24 hours



Definitions

Table 1

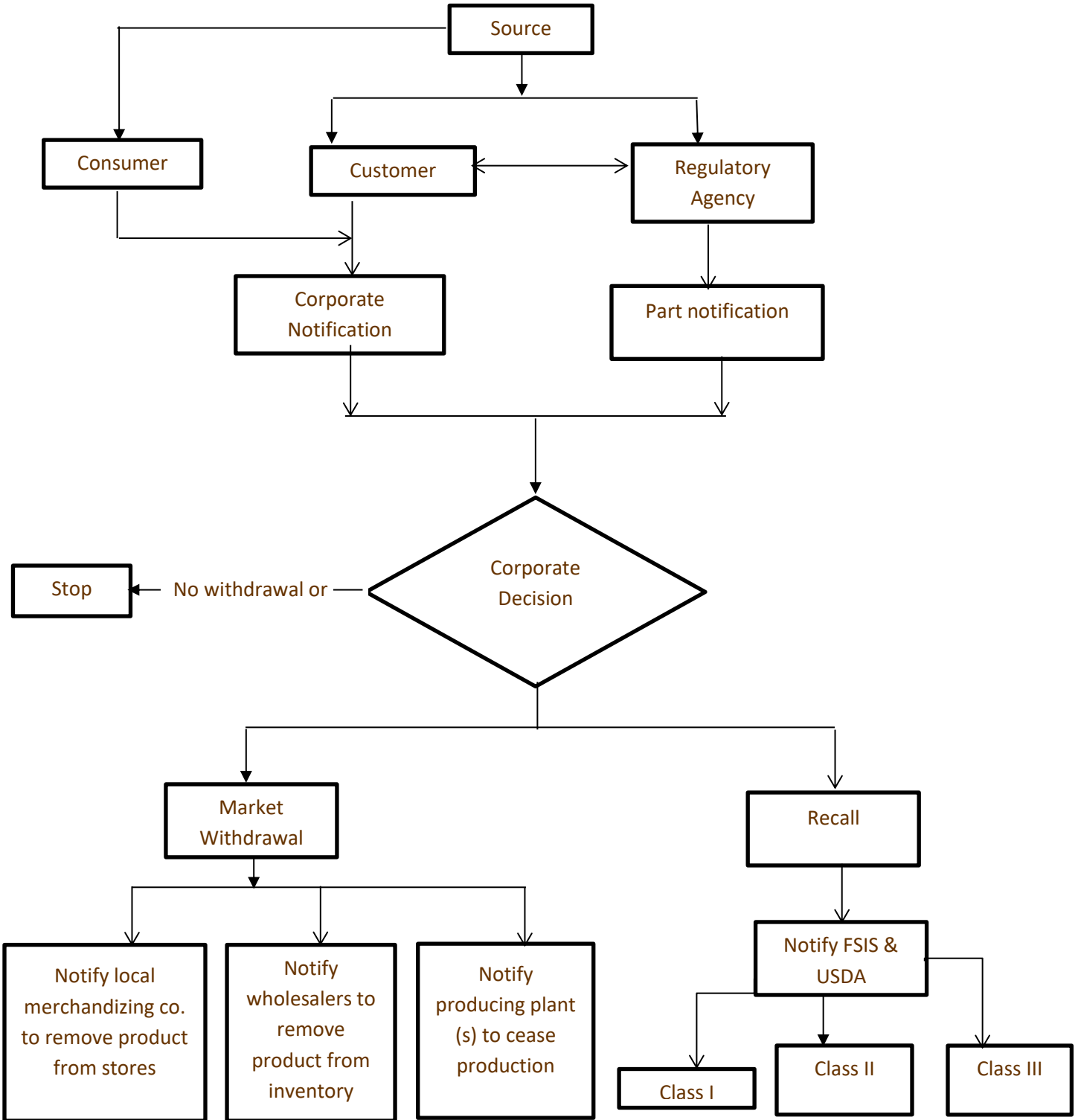
Term	Statement of Definitions
Product Recall:	A product recall is a voluntary action by the firm that marketed the product, or an action requested by a regulatory agency. An actual product recall is removing from marketing and distribution channels those products which are adulterated or miss-branded to the extent such products are subject to seizure under current policy and guidelines of the United States Department of Agriculture (USDA) or the federal Food Safety Inspection Service (FSIS). Product recall is an efficient and effective means of removing sizable quantities of products from the marketplace. The alternative to product recall is seizure or other legal action by regulatory agencies.
Market Withdrawal:	This is a situation where no violation is involved, or the violation is minor, and product is not subject to seizure under current FSIS or USDA policy and guidelines.
Stock Recovery:	This is a situation where none of the product has left the direct control of the manufacturer or primary distributor. This type of action would be a product recall or market withdrawal if the product were in distribution channels.
Effectiveness Checks:	Contact verifications made based on regulatory agency direction to assure that the recall has been effectuated. An alphabetic letter represents the extent to which these verifications are made.

Table 2

Term	Classifications of Product Recall
Class I Recall:	This is an emergency situation involving the removal from marketing and distribution channels those products that, because of a deficiency, pose an immediate or long-term serious threat to health or life. An example of such a product is a food product containing botulinum toxin. In a Class I Recall, top priority must be given to the complete and immediate removal of the recalled products from all levels in the distribution chain all the way down to the consumer level.
Class II Recall:	This is a priority situation in which a product deficiency may cause temporary or medically reversible adverse health consequences and where the probability of serious adverse health consequence is remote. An example of such a product is a food product containing Salmonella enteritis. In a Class II Recall, products must be removed from all levels in the distribution chain.
Class III Recall:	This is a routine situation in which adverse health consequences of a product deficiency are highly improbable or non-existent. Products are recalled because of adulteration or misbranding not involving a health hazard. Examples of Class III Recalls are situations involving improperly labelled products or products with filth contamination. In a Class III Recall, products must be removed from the wholesale levels of the distribution chain, FSIS and the USDA generally require that the product be recalled to wholesale level.

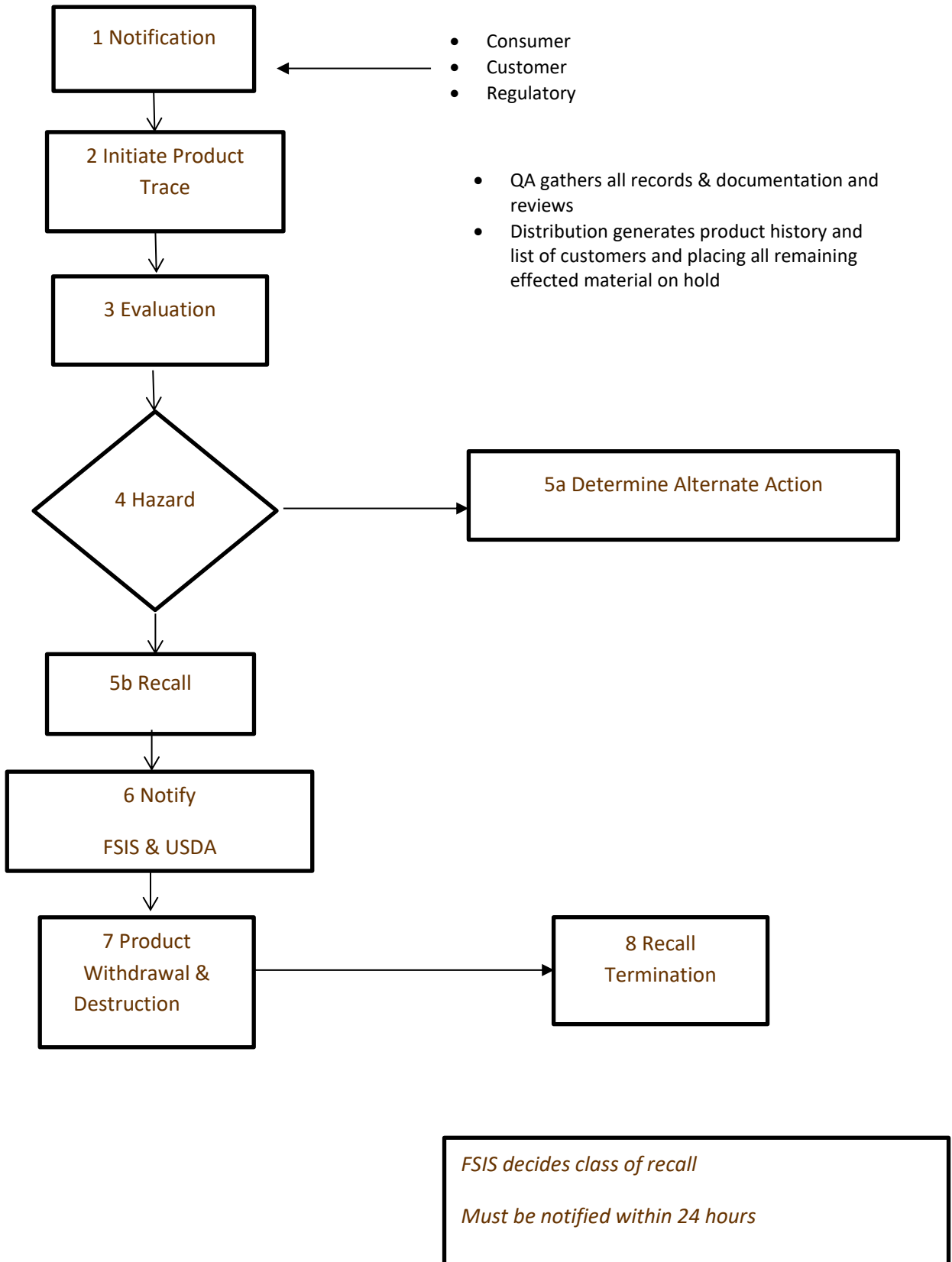


Figure 1 Withdrawal Recall Decision Tree





Fill out Product Recall Information Form





Mock Recall Requirement Protocol

Objective

To understand and be able to recall or trace product in the event of a product recall or withdrawal.

Protocol

RC protocols requires that the recall system be tested at a minimum annually and documents these exercises.

Performance Criteria

Utilizing the “Product Recovery Procedure” initiate a mock product recall. Document all information on the “Mock Recall Assessment Report”.

Criteria: Mock Recalls must be completed within 24 hours from start to finish. Recovery effectiveness must be between 99.5% to 105% including normal production yields, loss & waste.

Associated Documentation

Receiving Report
Production Batch records
Pre-shipment Record
Hold and Disposition Log
Product Withdrawal and Recall Summary

History of Amendments

01/16/2018 Documentation to support recall preparedness.



Product Withdrawal/ Recall Summary

Date: _____ **Time:** _____

Product Description: _____

Date of Manufacture/Release: _____

Lot #: _____

Recall Classification: **CLASS I** **CLASS II** **CLASS III**

Recall Dates: _____

Recall Start Time: _____

Recall Target Amount: _____

Traceable Amount: _____

% Traceability: _____

Recall Completion Time: _____

Total Time for Completion: _____

Root Cause Analysis:

Reason for Recall: _____

Recall Instructions:

- CC:**
- 1. Plant Manager
 - 2. Plant CEO/President
 - 3. QA
 - 4. Production Manager
 - 5. Manufacturing
 - 6. Sales
 - 7. PR
 - 8. Shipping/Receiving
 - 9. Accounting

Recall Authorization: _____ **Date** _____



Amendment No. 1

Posted on August 5, 2024

Request for Proposal (RFP) ##24-151NS SPECIALTY PROTEINS

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 25-26 (adding scoring for Small/Minority Business owned businesses, change highlighted in yellow).

Amended From:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine	Food Tasting Scorecard	25

	the following quality factors: appearance, aroma, texture, color, and flavor.		
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20
Nitrate Content	100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience	10
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	10

Local Geographic Preference	100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in Vendor Questionnaire	5
TOTAL POINTS:			120

Amended To:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor.	Food Tasting Scorecard	25
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20

	delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.		
Nitrate Content	100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience	10
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	10
Local Geographic Preference	100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5

Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised -" in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) -" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
TOTAL POINTS:			130

2. See Page28-29 (adding Contracting with Minority/Small business questions, change highlighted in yellow)

Amended From:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)

5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.
17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%
18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more

- c. 0%-49%
- 19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

Amended To:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%


18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

20. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

21. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years...?"

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



 Signature

8/8/2024

 Date

NEIL KINNEY - PRESIDENT

 Print Name and Title

RICH CHICKS

Print Company Name

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

INVITATION NOTICE
REQUEST FOR PROPOSAL (RFP)

July 16, 2024

To: Interested Bidders

The Oakland Unified School District ("OUSD") ("District") is soliciting proposals for the following:

PROJECT:

Request for Proposal (RFP) #24-151NS
[SPECIALTY PROTEINS](#)

BACKGROUND:

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website <https://www.ousd.org> for more information about the District.

BID INFORMATION:

For more information about our bids, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #24-151NS

**SPECIALTY PROTEINS
K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
August 8, 2024 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule Of Events

The following schedule will be used by the District.

DATE	ACTION
RFP Posting/First Advertisement:	July 12, 2024
Deadline for Questions:	August 1, 2024 @ 2:00 p.m. pst
Deadline to Deliver Taste Testing Samples	August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601
Proposal/Bid Submitted to District:	August 8, 2024 @ 2:00 p.m. pst
Potential Interviews (If Necessary):	August 14 -15, 2024
Final Bid Award Notice:	August 21, 2024
Contract Start Date:	September, 2024

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time. Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Notice To Bidders

The Oakland Unified School District (“District”) is requesting submission of Proposals from qualified vendors (“Bidder(s)”) for the provision and delivery of Specialty Proteins (“Products”) to the District, as further described herein.

General Information About The District

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

The District is seeking Proposals from qualified vendors/companies to procure and deliver products to 1 delivery site, the Central Kitchen located 2850 West St. Oakland, CA 94608. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, and support food production practices that have lower environmental impacts. As such, The District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, the District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the evaluation section below.

The Good Food Procurement Resolution, adopted by The District in 2016, is included in this solicitation as a Reference Document, [Attachment “19”].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment “20”], and must submit required Itemized Bid List, [Attachment “2”]. For a brief overview of the Program and data collection process, [please watch this short video](https://www.youtube.com/watch?v=MxBBhUUi0zs). (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local producers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

“Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women.”

The District is seeking to:

- a. Ensure that students are receiving high quality produce,
- b. Purchase high quality produce at the best possible price,
- c. Offer more produce that is locally grown, Organic Certified and supports Socially Disadvantaged Farmers,
- d. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
- e. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
- f. Partner with a produce vendor that will provide excellent customer service.

General Requirements

Buy American Provision – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)). This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the three exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by the District over 25 percent higher.

- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food products grown, packed, or produced non-domestically

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

Local Preference – Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown product. If Local, California or American Grown product is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. Locally Raised and Processed is required when indicated in the Item List.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Itemized Bid List for Products to be provided. Bidders submitting an RFP shall specify product 'Certifications & Verification', 'Origin of Animal Raising (CA preferred)', 'Cost per Unit' and 'Extended Cost' specifications pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August, 2024 through June 30, 2025. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder's mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to provide the Products.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting

the terms of the contract available to view online at <https://www.ousd.org/procurement/bid-opportunities/current-bid-opportunities>.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Specialty Proteins from other vendors throughout the contract if it deems necessary.

Previous Performance – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

Protests Selection Procedure

Any Bidder may protest the Districts issuance of a notice of “Not To Award” if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of “Not to Award” is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Terms and Conditions

In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.

Acceptance of Proposals – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the contract period. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

Alteration of Request for Proposal Text – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the Products proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Proposal Negotiations – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards

and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, qualifications, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a proposal which meets all of the specifications set forth in the RFP.

District Requirements – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

Errors and Corrections – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

Examination of Proposal Documents – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this RFP or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with

product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the District's Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this RFP and the awarded Contract. The District will approve all materials associated with this RFP.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Taste Testing - District will require/request a sample of one case of each listed in the Bid Item List "Attachment 2" for taste testing to evaluate for taste, texture, overall quality of product, appeal, consistency and nutritional value. Bidders must deliver samples to the Nutrition Services, 2850 West St. from 8:00 am - 12 pm (noon) pst on August 8, 2024. Mark and label drop of samples as: "**Attn: Chris, RFP Perishable Samples**".

Substitutions – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

Taxes – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

Minimum Insurance/Coverage: The Bidder agrees to purchase and maintain through the duration of the contract insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”
3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of

Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."

4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is 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 such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Conditions and Instructions

Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP. The District intends to select one of the Proposers—but reserves the right to select no Proposer or more than one Proposer—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Proposers that provide Proposals to the District, the District may, at its discretion, interview some or all of those Proposers. One or more Proposers may be selected (“Successful Proposer”). The Successful Proposer will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Proposers based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 4.

The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so.

Quantities are for eleven (11) months, from August, 2024 through June, 2025. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See Itemized Bid List - Attachment 2 to be submitted with RFP.
2. Bid pricing must be extended to at most four (4) decimal points.
3. California-raised meat products preferred.
4. “Natural, sustainable and humanely raised meats” preferred. Must provide pricing on all meats that do and do not fit this criteria and note in the questionnaire. “Natural, sustainable and humanely raised meats” can be defined as animals raised without the use of hormones or antibiotics, raised on small scale farms, and/or raised to meet one of the following animal welfare certifications: Certified Humane, Animal Welfare Approved, GAP Step 2+, or American Grass-Fed Association.
 - a. 100% Grass-Fed and Grass-finished beef preferred. Must provide pricing on all meats that do and do not fit this criteria.
 - b. Meats raised with verified regenerative practices preferred. Must provide pricing on all meats that do and do not fit this criteria.
5. Meat products shall be in conformance with the California Food and Agricultural Code and meet USDA federal meal program nutrient standards.
6. Products must adhere to the District’s specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God/Force Majeure.

7. No delivery during school holidays and vacations or Saturday and Sunday.
8. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no "dark" drops.
9. The kitchen supervisor or designee must verify all invoices.
10. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer's refrigeration failure)
11. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the bidder's best reduction of expenses, mileage, and time.
12. Meat products shall be delivered in a temperature controlled truck adherent to cold chain requirements of specific products. All deliveries are to be placed into the designated storage area at each site by the delivery driver.
13. All ingredients and allergens must be declared on the product. All products must meet FDA labeling requirements.
14. Each delivery will be inspected. In the event an item does not meet our requirements, the item will be returned for replacement or credit
15. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Specialty Proteins to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to one (1) site. The site requires 1-2 days per month deliveries due to storage limitations or volume purchases.
2. All deliveries are to be placed into the designated storage area at each site by the delivery driver. Per OUSD union regulations, OUSD employees cannot participate in any way with unloading product from delivery trucks, nor can OUSD employees board or step onto the delivery trucks.
3. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
4. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated

below. Delivery shall not be made so close to service time as to create concern by the school site.

5. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District requests one (1) delivery per week that is not yet determined but will be Monday-Friday.

OUSD Delivery Location				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am pst	Monday- Friday TBD	1

Proposal Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **August 8, 2024 at 2:00 pm. pst.**

Proposal shall be submitted with subject line: **“RFP Proposal # 24-151NS”**

***When submitting your proposal, be sure to get a ticket number or confirmation email.**

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

Proposal Format/Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Itemized Bid List (Att. 2)
- Request for Proposal Signature Page (Att. 3)
- Evaluation Criteria (Att.4)
- Food Tasting Scorecard (Att. 5)
- Vendor Questionnaire (Att. 6)
- References with 2 References (Att. 7)
- Non Collusion Affidavit (Att. 8)
- Bidder's Statement Regarding Insurance Coverage (Att. 9)
- Worker's Compensation Insurance Certification Form (Att. 10)
- Drug Free Workplace Certification (Att. 11)
- Equal Opportunity Employment (Att. 12)
- Fingerprint Clearance/Criminal Background Investigation (Att. 13)
- Certificate of Independent Price Determination (Att. 14)
- Suspension and Debarment Certification (Att. 15)
- Certification Regarding Lobbying (Att. 16)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 17)
- Buy American Certification Form (Att. 18)
- Good Food Purchasing Resolution (Att. 19)
- Good Food Purchasing Bidding Vendor Pledge (Att. 20)
- China Prohibition Certification (Att. 21)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800				
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600				
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				

Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				
Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		

Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		

Request For Proposal Signature Page - Attachment "3"

TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
<input type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input type="checkbox"/>	Check if no minimum case amount for delivery is required.

Evaluation Criteria - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor.	Food Tasting Scorecard	25
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20
Nitrate Content	100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience	10
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the	- HACCP Plan or Food Security and Safety Program - Reference forms	10

	<p>best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.</p>	- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Local Geographic Preference	<p>100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.</p>	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	<p>100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.</p>	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	<p>100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.</p>	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in Vendor Questionnaire	5
TOTAL POINTS:			120

Food Tasting Scorecard - Attachment "5"

Points of Item to Overall Score	Item Being Scored	Evaluation Criteria	Vendor Score
5	Flavor	Bidder will submit product sample to evaluate flavor profile	
5	Appearance	Product will be evaluated for product appearance that will be appealing to students	
5	Color	Product will be evaluated on color that will be appealing to students	
5	Aroma	Product will be evaluated on aroma smell that will be appealing to students	
5	Texture	Product will be evaluated on texture which is easy to consume, and palatable that will be appealing to students	
25 Points	Total		

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
- a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.
17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
- a. 100%
 - b. 50% or more
 - c. 0%-49%
18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
- a. 100%
 - b. 50% or more
 - c. 0%-49%
19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
- a. 100%
 - b. Less than 100%

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

References - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	
Contact Person & Title	
Email	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Email	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
------------------------	--

Contact Person & Title	
Email	
Telephone Number	
Required Number of Deliveries per Week	

Non Collusion Affidavit - Attachment "8"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of _____

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, 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 Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

I, _____, am the _____ of
(Print Name) (Title)

(Bidder Name): _____ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this day of _____
(City and State) (Date)

(Signature)

(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

Fingerprinting/Criminal Background Investigation Certification - Attachment "13"

TO BE SUBMITTED WITH PROPOSAL

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT **FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET** (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____ *[insert name of business entity]*, have read the foregoing and agree that _____ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

Certificate Of Independent Price Determination - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Bidder's Authorized Representative		Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative		Title	Date

Suspension and Debarment Certification - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is 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 School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.**
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
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 form 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 form that it will include this clause titled "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 the Nonprocurement List.
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 Regarding Lobbying - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor:			
Printed Name and Title:		Signature :	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year ____ quarter ____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Oakland Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a. Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b. Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we

certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon and pre-approved by Oakland Unified School District .

Signature

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

Good Food Purchasing Resolution - Attachment "19"

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "20"

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: _____

Name of bidding company: _____

Name and title of representative signing: _____

Signature: _____

China Prohibition Certification - Attachment "21"
TO BE SUBMITTED WITH PROPOSAL

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we _____, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Oakland Unified School District for use in their school meal programs and paid for by federal funds.

Printed Name and Title of Person Signing

Signature

Date

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800				
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600				
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				
Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				

Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		
Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		



Amendment No. 1

Posted on August 5, 2024

Request for Proposal (RFP) ##24-151NS SPECIALTY PROTEINS

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 25-26 (adding scoring for Small/Minority Business owned businesses, change highlighted in yellow).

Amended From:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine	Food Tasting Scorecard	25

	the following quality factors: appearance, aroma, texture, color, and flavor.		
Delivery Specifications	<p>100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.</p> <p>75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery</p> <p>0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.</p>	<p>- Reference forms</p> <p>- Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire</p>	20
Nitrate Content	<p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free</p> <p>50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all.</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free</p>	<p>- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire</p>	5
Service Reliability and Past Performance	<p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	<p>- Reference forms</p> <p>- Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire</p> <p>- Reputation and Past Experience</p>	10
Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin.</p> <p>Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</p> <p>0 Points: Unable to meet or provide above specified criteria.</p>	<p>- HACCP Plan or Food Security and Safety Program</p> <p>- Reference forms</p> <p>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</p>	10

Local Geographic Preference	100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in Vendor Questionnaire	5
TOTAL POINTS:			120

Amended To:

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	30
Food Tasting Scorecard	Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor.	Food Tasting Scorecard	25
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20

	delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.		
Nitrate Content	100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience	10
Safety Records and Controls	100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	10
Local Geographic Preference	100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5

Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised -" in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) -" in Vendor Questionnaire	5
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5
TOTAL POINTS:			130

2. See Page28-29 (adding Contracting with Minority/Small business questions, change highlighted in yellow)

Amended From:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)

5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.
17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%
18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more

- c. 0%-49%
- 19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

Amended To:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

20. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

21. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years...?"

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

16. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

20. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

21. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years...?"

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____ Email: _____



Oakland Unified School District

SPECIALTY PROTEINS (RFP) #24-151NS

Reply to Questions Received Through August 1, 2024

Date: August 5, 2024

To: All Prospective Respondents

From: Rosaura Altamirano, *Senior Manager, Supply Chain & Logistics*

This notice responds to the questions received by the Oakland Unified School District regarding RFP#24-151NS Specialty Proteins

Question 1	Is this a distributor bid or a direct from manufacturer bid?
Answer 1	Direct from manufacturer but not limited to manufacturers.

Question 2	Do we have to bid on all the items or can we bid on a select few?
Answer 2	Can bid on individual line items.



Amendment No. 2

Posted on September 11, 2024

Request for Proposal (RFP) #24-151NS
SPECIALTY PROTEINS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 2 to the RFP, as defined below.

**The following information has been amended;
all other information remains the same.**

1. See Page 3. **RFP Schedule of Events**

Amended From:

DATE	ACTION
RFP Posting/First Advertisement:	July 12, 2024
Deadline for Questions:	August 1, 2024 @ 2:00 p.m. pst
Deadline to Deliver Taste Testing Samples	August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601
Proposal/Bid Submitted to District:	August 8, 2024 @ 2:00 p.m. pst
Potential Interviews (If Necessary):	August 14 -15, 2024
Final Bid Award Notice:	August 21, 2024
Contract Start Date:	September, 2024

Amended To:

DATE	ACTION
RFP Posting/First Advertisement:	July 12, 2024
Deadline for Questions:	August 1, 2024 @ 2:00 p.m. pst
Deadline to Deliver Taste Testing Samples	August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601
Proposal/Bid Submitted to District:	August 8, 2024 @ 2:00 p.m. pst
Potential Interviews (If Necessary):	August 14 -15, 2024
Final Bid Award Notice:	September 30, 2024
Contract Start Date:	October, 2024

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.