

File ID Number	14-1731
Introduction Date	9/10/14
Enactment Number	14-1662
Enactment Date	9-10-14

# Memo

**To** Board of Education

**From** Antwan, Wilson Superintendent  
Vernon Hal, Deputy Superintendent, Business & Operations  
Jennifer Le Barre, Executive Director of Nutrition Services

**Board Meeting Date** 9-10-14

**Subject** Award of Bid – No. 14-15/01 - Shelf Stable, Fruit Juice, and Milk

**Action Requested** Approval by the Board of Education of Resolution No. 1415-0034 – Award of Bid- Shelf Stable, Fruit Juice, AND Milk BID #14-15/01 to Diversified Foods Inc. of Metairie LA, CA for \$53,790.00 (Shelf Stable Milk), and Apple & Eve of Port Washington, NY for \$104,700.00 (4 oz. Fruit Juice) as the lowest, responsive, responsible bidders, for one year commencing on September 15th, 2014 with two one year optional renewals upon further approval by the Board.

**Background** The Nutrition Services Department is required to provide meals to needy children who meet federal eligibility criteria for free and reduced priced meals as defined in California Education Code section 49531 and 45552 respectively. The District has an agreement with California Department of Education Nutrition Services Division to provide meals under the “Child Care Food Program”, breakfast under the “School Breakfast Program”, lunch under the “School Lunch Program” after school snacks under the “After School Snack Program.”

**Discussion** Nutrition Services Staff advertized the bid with Oakland Tribune and distributed the RFP via email and phone calling. Among the Six (6) vendors contacted, Four (4) of the vendors responded and Two (2) won the bid. Other vendors showed interest in the bidding process but could not meet the service requirements of site to site delivery, or pricing was not the most competitive. The District ensured that the Local/Small Local Resident Business Enterprise Participation Requirement (S/SL/SLRBE) was considered during the award process.

**Recommendation**

Approval by the Board of Education of Resolution No. 1415-0034 – Award of Bid- Shelf Stable, Fruit Juice, AND Milk BID #14-15/01 to Diversified Foods Inc. of Metairie LA, CA for \$53,790.00 (Shelf Stable Milk), and Apple & Eve of Port Washington, NY for \$104,700.00 (4 oz. Fruit Juice) as the lowest, responsive, responsible bidders, for one year commencing on September 15th, 2014 with two one year optional renewals upon further approval by the Board.

**Fiscal Impact** Award of the Bid Shelf Stable, Fruit Juice, and Milk will result in monetary savings for the District.

**Attachments**

- Resolution No. 1415-0034
- Recap Sheet
- Bid Copy

**RESOLUTION OF THE BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 1415-0034**

SHELF STABLE, FRUIT JUICE, AND MILK

**WHEREAS**, The Superintendent of the Oakland Unified School District of Alameda County, heretofore authorized its Nutrition Services Department to advertise for sealed bids, **Bid No.14-15/01 Shelf Stable, Fruit Juice, AND Milk** to be delivered in elementary, middle, high schools, and child development centers District wide in said District;

**WHEREAS**, The Nutrition Services Department of the District did on July 11, 2014 receive and opened bids in the response to said advertisement,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby accepts the recommendation of staff, rejects all other bids, and does make award for Shelf Stable, Fruit Juice and Milk to Diversified Foods Inc. of Metairie LA, CA for the amount of \$53,790.00 (Shelf Stable Milk), and Apple & Eve of Port Washington, NY for \$104,700.00 (4 oz. Fruit Juice) as the lowest, responsive, responsible bidders, for one year commencing on September 15th, 2014 with two one year optional renewals upon further approval by the Board; and

**BE IT FURTHER RESOLVED** that the Superintendent of Schools, through the Director of Procurement and Distribution, is hereby authorized and directed to issue a Purchase Order to the above companies, for said items, for the one year term of the bid award.

Passed by the following vote:

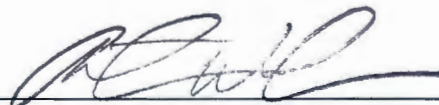
AYES: Jody London, Jumoke Hinton Hodge, Anne Washington, Roseann Torres,  
Christopher Dobbins, Vice President James Harris and President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: None

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Oakland Unified School District at a regular meeting held September 10, 2014 at Oakland, CA.



Antwan Wilson  
Secretary, Board of Education  
Oakland Unified School District

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Bv:

**OAKLAND UNIFIED SCHOOL DISTRICT**

**Resolution No. 1415-0034, Request for Bids for:**

**Shelf Stable, Fruit Juice and Milk Bid # 14-15/01; Price quotes were sent to Six (06) Vendors and (2) Vendors responded as follows:**

<b>Diversified Foods Inc. Metairie, LA 70002</b>	<b><u>Award</u> \$53,790.00</b>
<b>Apple &amp; Eve Company. Port Washington, NY 11050</b>	<b><u>Award</u> \$104,700.00</b>
<b>Challenge Dairy Dublin, CA 94568</b>	<b><u>NO BID</u></b>
<b>Borden's Company Dallas, TX 75231</b>	<b><u>NO BID</u></b>
<b>TruMoo El Paso, TX 79996</b>	<b><u>NO BID</u></b>
<b>Tree Top Birmingham, AL 35242</b>	<b><u>NO BID</u></b>

**It is recommended that the award be made as indicated.**



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

900 High Street  
*Oakland, California 94601*

## **REQUEST FOR BID PROPOPOSAL**

**BID #14-15/01  
Shelf Stable, Fruit Juice, AND Milk  
K-12 SCHOOLS**

**Advertising Dates: June 27, 2014; July 04, 2014**

**OAKLAND UNIFIED SCHOOL DISTRICT  
Procurement Department  
900 High Street  
Oakland, CA 94601**

DATE : July 11, 2014  
SUBJECT : Request for Pricing  
FOR : **Shelf Stable, Fruit Juice and Milk, K-12 Schools**

Bid Opening Date: July 11, 2014 Time: 2:00 p.m.

Please bid your **lowest prices** for the items or services on the attached sheets. Before bidding please read the **Instructions and Conditions** and **Specifications**, which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid **must** reach the Procurement Office at the address listed below by the time and date shown above.

**If further information is desired call Robert Law at the Child Nutrition Services Dept. (510) 434-2253 or Glory Nkems at Procurement Dept. (510) 434-2248.**

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and process herein quoted. Bid is subject to cash discount of \_\_\_\_\_% \_\_\_\_\_ days.

FIRM NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

(Manual signature – unsigned bids will be rejected)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.**

This form is to be submitted with your bid.

## **Oakland Unified School District**

### **INSTRUCTIONS AND CONDITIONS – BID NUMBER 14-15/01**

#### **1. PREPARATION OF BIDS**

Bids must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

#### **2. ERRORS AND CORRECTIONS**

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawn once the specified time period has elapsed.

#### **3. SUBSTITUTIONS**

Certain specifications are set forth herein for the purpose of establishing standards, and are not intended to preclude any vendor from bidding who can substantially meet these specifications. Vendors may propose material equal to those specified herein, but each deviation from the specification must be clearly identified as such. On food and supply bids, a sample of the equal product must be provided by vendor at the time of bid submission. Suitability and valuation of "equals" rests in the sole discretion of the Board of Education or their designees. If a bidder does not indicate that he is proposing an item other than that which is unauthorized substitutions will be returned at the Vendor's expense. Whenever in these specifications, any material is indicated or specified by the proprietary name or patent or by the name of a manufacturer, such specifications shall be deemed to be used for the purposes of facilitating description of the items desired, and shall be deemed to be followed by words "or equal".

#### **4. SALES TAX**

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax, as the District is exempt.

#### **5. FAILURE TO BID**

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

#### **6. ACCEPTANCE OF BIDS**

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

**7. PATENTS, ETC.**

The vendor shall hold the Oakland Unified School District, its officers; agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

**8. FAILURE TO FULFILL CONTRACT**

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Oakland Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board if requested.

**9. BID SIGNATURES**

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

**10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS**

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase or lease the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

**11. REQUIRED DELIVERY DATES (RDD)**

Actual delivery of the supply item(s) shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be non minimum quantities required in order for the District to place orders for needed items. **Bid all items OUSD.**



## **12. LOCAL/SMALL LOCAL/ SMALL LOCAL RESIDENT POLICY PARTICIPATION REQUIREMENT**

In 2008 the District instituted a local business policy, the Local/Small Local/ Small Local Resident Business Enterprise program ("L/SL/SLRBE"). The S/SL/SLRBE provides economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for goods and services.

The S/SL/SLRBE establishes a 20% minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. In addition, the program provides for preference points in negotiated professional services contracts and bid discounts in competitively bid contracts, up to 5 points or 5 % as the level of local, small local and small local resident business participation increases. (A copy of the District's S/SL/SLRBE may be found at [www.ousd.k12.ca.us](http://www.ousd.k12.ca.us)).

Prior to the issuance of a formal invitation for bid, the District determines that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19% to 0%, depending on the particular circumstances at time of bid.

For the present Dairy and Fruit Juice Proposal, the District's awarding authority has reason to believe that the availability of certified firms will not satisfy the 20% requirement. Thus, the District shall exercise its discretion to modify the requirement, as follows:

The *mandatory* 20% requirement is waived.

However, a proposer who demonstrates a minimum 20% small business or local resident employee participation will earn a bid discount 5% off its total bid, affording an advantage over a low bidder with no small business or local resident participation. (Public Contract Code section 2002).

### **13.PAYMENT**

Prompt payment for supplies is requested after actual delivery of goods to the required destination as outlined in the **REQUIRED DELIVERY DATES (RDD)** conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

### **14.HOLD HARMLESS**

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

### **15.AWARD OF BID**

Award of this bid shall be made on "line item" basis to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The District also reserves the right to make no award of bid and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

### **16.PRICING – TERMS OF CONTRACT**

Contract term is one year. Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. Contract may be extended upon mutual consent of District and vendor for an additional two (2) years in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). **In no case shall a price increase be negotiated without being submitted 30 days in advance in writing.** In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

### **17.MULTI-YEAR EXTENSIONS**

Subject to the provisions of **Paragraph 15** (above), and pursuant to Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for an additional two (2) year increment (total potential bid life of 36 months from Board of Education award).

### **18.NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS**

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

**19.PIGGYBACK CLAUSE**

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Oakland Unified School District waives its right to require such other districts and officers to draw their warrants in the favor of the District as provided in said Code sections.

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

Piggyback option granted \_\_\_\_\_  
(Please initial)

Piggyback option not granted \_\_\_\_\_  
Exclusions:

**20.DOMESTIC ORIGIN**

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produces, materials and supplies not so indicated have been made, grown or produce in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

**Specifications and/or bid sheets are attached**

## SPECIFICATIONS

**I. INSURANCE REQUIREMENTS:** The bidder shall have in effect at all times while performing services for the DISTRICT the following types of insurance with insurers satisfactory to the DISTRICT:

- a. "All Risk" property damage insurance covering property of the DISTRICT while in the care, custody or control of vendor, including while in transit, written with sufficient limits to insure that a; property owned, leased or in the custody of vendor will be fully insured in the event of loss.
- b. Workers Compensation insurance for statutory limits, and Employers Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- c. Completed Operations liability insurance with minimum amounts of \$1,000,000.00 per occurrence and in the aggregate annually.
- d. Automobile liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- e. As respects all insurance noted in sub-paragraphs c. and d. above, the DISTRICT shall be named as additional insured under such policies. Vendor shall provide DISTRICT with Certificates of Insurance for all categories of insurance as noted in sub-paragraphs a through d.

### **SPECIAL CONDITIONS FOR DAIRY PRODUCTS AND FRUIT JUICE:**

1. **Assignment of Contract:** The vendor shall not assign in whole of any part or any payment due or to become due hereunder without the consent of the Oakland Unified School District in writing.
2. **Financial Responsibility:** Upon request from the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence of his financial responsibility and resources. The District may also request the names of three (3) references with whom similar transactions were made during the previous year.
3. **Bidder contact:** During this time of selection of vendors, all vendors and/or vendor representatives shall direct inquiries regarding this bid **ONLY** to the Child Nutrition Services located at District office, 900 High St. Oakland, Ca. 94601. Any bidder making contact with any other person(s) within the District such as, but not limited to board members, other District employees or their agents, parents, students, etc., either before the bid opening or during the period before the Board of Education takes action to award the contract, may have their bid removed from consideration.
4. Period of this contract will be one year from Board approval. Multi year extensions may be negotiated per paragraph 16 and 17 of Instruction and Conditions.

5. Delivered prices are to be quoted – no extra charges will be accepted. Prices changes due to production costs will be allowed only as set forth in paragraph 16 of Instructions and Conditions. The District reserves the right to recheck price changes with other companies and purchase from the company that best serves the needs of the School District.
6. Quantities indicated are intended as a guide only and the District is not obligated to purchase exact amounts shown.
7. Vendors may be requested to submit samples to determine quality and acceptability. Awards may not be made if requested samples are not supplied.
8. Packaging and Brand must be indicated where different from that specified. The District shall be the sole judge on determining whether an item bid is equal to that specified.
9. The District reserves the right to award similar items as a group(s), for example, if it is to the advantage of the District and Vendors to have like items delivered by one vendor.
10. All products shall confirm to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items or issue credit to the District.
11. Price quotes shall be based on requirements as outlined on attachment (1).
12. Orders will be made by Child Nutrition Services staff employees directly to the successful bidder.
13. Orders will be delivered to the OUSD Warehouse between hours of 7AM – 3PM.
14. The successful bidder shall leave a receiving ticket or invoice at the time of delivery.
15. statements must be sent each month to:

Oakland Unified School District  
Accounts Payable Department Rm. 450  
1000 Broadway  
Oakland, CA. 94612

END OF SPECIAL CONDITIONS

**OAKLAND UNIFIED SCHOOL DISTRICT  
REQUEST FOR QUOTATION**  
Shelf Stable, Fruit Juice and Milk Bid# 14-15/01

**DELIVERY LOCATION**

**Drop ship Warehouse**

**900 High Street Oakland CA 94601.**

**Shelf life of products should be at least Four Months (120 days) or Longer.**

YEARLY USAGE EA.

<u><b>MILK</b></u>	<b>EA. CARTON</b>	<b>Extension</b>
1/2 Pint (8 Ounces), White (1% Butterfat), Gable Top Carton/Equal	<b>50,000</b>	\$ _____
1/2 Pint(8 Ounces), Chocolate-No high food fructose corn syrup (Non-fat), Gable Top Carton/Equal	<b>100,000</b>	\$ _____

**JUICE PRODUCTS**

100% Juice		
4 oz (Orange)	<b>250,000</b>	\$ _____
4 oz (Apple)	<b>200,000</b>	\$ _____
4 oz (Grape/Fruit Punch)	<b>150,000</b>	\$ _____

Total Bid Amount: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## NOTICE OF BID

Notice is hereby given that the Board of Education Oakland Unified School District, Oakland, CA (Alameda County), will receive BID Number 14-15/01 for the purchase of the following:

### **SHELF STABLE, FRUIT JUICE AND MILK**

Sealed proposals must be delivered to the Oakland Unified School District, Procurement Department, 900 High Street, Oakland, CA 94601 **July 11, 2014 no later than 2:00p.m.**

Companies interested in quoting should request appropriate documents from the Nutrition services Department, (510) 434-3334.

The Board of Education reserves the right to reject any and all Bids. No vendor **may withdraw their proposal for a period of sixty (60) days after the date set for the opening of Bids. Refer to the formal documents and specifications for** additional information, terms, and conditions.

Jennifer LeBarre Director