



Board Office Use: Legislative File Info.	
File ID Number	20-1122
Introduction Date	June 10, 2020
Enactment Number	20-0847
Enactment Date	6/10/2020 If

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Irene Reynolds, Executive Director Nutrition Services and Warehouse

**Board Meeting Date** June 10, 2020

**Subject** Change of RFP/Bid Award: #19-01 Milk/Dairy Products due to COVID-19

**Action Requested  
and  
Recommendation**

Ratification of acceptance of bid from and approval of contract with Crystal Creamery of Hayward, CA, not to exceed the amount of \$250,000, as the second lowest bidder pursuant to Public Contract Code § 5106 for the remainder of the 2019-2020 school year.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

The Nutrition Services Department has been providing and will continue to provide emergency meal service to all children 18 and under at 12 locations, as well as select Pop Up locations throughout the city of Oakland until the end of the current school year, Thursday, May 28, 2020. The District is providing these meals under the "National School Lunch Program" and the "Child and Adult Care Food Program." Serving milk is a requirement of these programs.

On January 22, 2020, the Board accepted the bid from, and approved the contract with, Berkeley Farms for Milk/Dairy Products RFP/Bid #19-01. On April 6, 2020, Berkeley Farms notified Nutrition Services that they were closing their business, effective April 30, 2020, due to the negative financial impact of COVID-19. The Board terminated this contract pursuant to the "Termination for Convenience or Non-Performance" section of the contract with Berkeley Farms on May 13, 2020.

Public Contract Code § 5106 states: "If [a] public entity deems it is for its best interest, it may, on . . . failure of the successful bidder to execute the contract, award it to the second lowest bidder." Here, the second lowest bidder for Milk/Dairy Products RFP/Bid #19-01 was Crystal Creamery. Pursuant to Resolution No. 1920-0218 (approved by the Board on March 19, 2020), the Superintendent's designee, Preston Thomas, accepted Crystal Creamery's bid on May 13, 2020. We are asking the Board to ratify this bid award and contract approval, based on a determination that the bid award is in the District's best interest.



**Recommendation**

Ratify the acceptance of Crystal Creamery's bid (Milk/Dairy Products RFP/Bid #19-01) and approval of contract with same by Superintendent's designee pursuant to Public Contract Code § 5106. Contract is not to exceed the amount of \$250,000, and will be for the remainder of the 2019-2020 school year with two one-year optional renewals upon further approval by the Board.

**Fiscal Impact**

Funding resource(s): 130-5310-0-9000-4710-991-9910-9800-0502-99999

**Attachments**

1. Berkeley Farms RFP/BID #19-01 - Resolution 1920-2031
2. Berkeley Farms #19-01 Proposal/Contract
3. Berkeley Farms re: Termination of RFP/BID #19-01 Letter
4. District's Response to COVID-19 Pandemic - Resolution 1920-0218
5. Crystal Creamery RFP/BID #19-01
6. Crystal Creamery Notice of Award Letter - Resolution 1920-0218



**Nutrition Services Department**

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May 11, 2020

Via Email

Cynthia Gregory  
Crystal Creamery  
529 Kansas Avenue  
Modesto, CA 95351

Re: NOTICE OF AWARD OF CONTRACT

The Oakland Unified School District ("OUSD") is accepting the bid response dated December 10, 2019 and awarding the contract for Milk/Dairy Products to: Crystal Creamery pursuant to Public Contract Code § 5106.

This award is being signed by Preston Thomas, Chief Systems and Services Officer, pursuant to Resolution No. 1920-0218, approved on March 19, 2020, which authorizes the Superintendent or her designee to take any and all actions necessary to ensure the continuation of public education, and the health and safety of students and staff of Oakland Unified School District. A copy of the resolution is attached to this letter. The Board of Education will ratify this bid award during an upcoming Board meeting.

The award of this bid will remain in place for the remainder of the 2019-2020 school year, with two one-year optional renewals upon further approval or ratification by the Board of Education.

Sincerely,

***Preston Thomas***  
signed electronically

Preston Thomas  
Chief Systems and Services Officer  
Oakland Unified School District

Encl.: Resolution No. 1920-0218

# **ADOPTED VERSION**

**OF**

**RESOLUTION NO. 1920-0218**

**(As Amended)**

**RESOLUTION OF THE  
BOARD OF EDUCATION  
OAKLAND UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 1920-0218**

**DECLARING AN EMERGENCY DUE TO THE COVID-19 PANDEMIC AND PROVIDING  
AUTHORIZATION TO THE SUPERINTENDENT  
(As Amended)**

**WHEREAS**, on March 4, 2020, the Governor of California declared a State of Emergency due to the outbreak and spread of the COVID-19 virus;

**WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19 virus a worldwide Pandemic;

**WHEREAS**, the Governor of California issued Executive Orders N-25-20 and N-26-20 in response to the COVID-19 pandemic;

**WHEREAS**, on March 16, 2020, the Health Officer of the County of Alameda, pursuant to California Health and Safety Code sections 101040, 101085, and 120175, issued a “Shelter in Place” Order (“Order”);

**WHEREAS**, the Order mandates that all individuals currently living in Alameda County “shelter at their place of residence” and prohibits “[a]ll travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except Essential Travel and Essential Activities”;

**WHEREAS**, the Order directs that “[a]ll persons may leave their residences only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses”;

**WHEREAS**, the Order makes a general exception “[t]o perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations,” and more specific exceptions for “[e]ducational institutions—including public . . . K-12 schools . . .—for purposes of facilitating distance learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible” and for “[s]chools and other entities that typically provide free food services to students or members of the public . . . on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only . . . [and do] not permit the food to be eaten at the site where it is provided, or at any other gathering site”;

**WHEREAS**, the Order stated that all entities “in the County, except Essential Businesses . . . , are required to cease all activities at facilities located within the County except Minimum Basic Operations”;

**WHEREAS**, the Order defines “Minimum Basic Operations” has “[t]he minimum necessary activities to maintain the value of [an entity’s] inventory, ensure security, process payroll and employee benefits, or for related functions,” and “[t]he minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences” so long as employees comply with Social Distancing Requirements as defined in the Order;

**WHEREAS**, “[t]he intent of this Order is to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 to the maximum extent possible. When people need to leave their places of residence, whether to obtain or perform vital services, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they should at all times reasonably possible comply with Social Distancing Requirements”;

**WHEREAS**, the Order asks “the Sheriff and all chiefs of police in the County [to] ensure compliance with and enforce this Order”;

**WHEREAS**, the Order became effective on March 17, 2020 and will continue to be in effect through April 7, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer;

**WHEREAS**, the Governing Board of the Oakland Unified School District (“OUSD”) and the Superintendent of Schools (“Superintendent”) are committed to ensuring the health and safety of OUSD students, staff, and families;

**WHEREAS**, the Superintendent decided and announced on March 13, 2020, the temporary closure of all District schools and the cessation of all in-class instruction starting at 6:00pm on March 13, 2020, through at least April 5, 2020, in order to slow the potential spread of the COVID-19 virus into District schools, the Oakland community, and the State of California;

**WHEREAS**, section 54956.5(a) of the Government Code defines “emergency” to mean “a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both;

**WHEREAS**, section 1102 of the Public Contract Code defines “emergency” to mean a “sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services,” and section 21060.3 of the Public Resources Code defines “emergency” to mean “a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services”;

**WHEREAS**, under Public Contract Code Section 20113, in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Governing Board may, by unanimous vote, with the approval of the county superintendent of schools, make a contract in writing or otherwise on behalf the district for the performance of labor and furnishing

of materials or supplies for the purpose without advertising for or inviting bid, notwithstanding section 20114.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Governing Board determines that the circumstances described in the Resolution herein constitute an emergency and shall be limited only to actions necessary for the District to respond to the COVID-19 pandemic; and

**BE IT FURTHER RESOLVED**, the Governing Board authorizes the Superintendent or her designee to take any and all actions necessary to ensure the continuation of public education, and the health and safety of the students and staff of OUSD; and

**BE IT FURTHER RESOLVED**, the Governing Board affirms the Superintendent's decision to temporarily close all OUSD schools and cease in-class instruction starting at 6:00pm on March 13, 2020, through at least April 5, 2020 and authorizes her to extend the temporary closure as long as she deems necessary or until the Governing Board otherwise directs; and

**BE IT FURTHER RESOLVED**, the Governing Board authorizes the Superintendent, in consultation with the Governing Board, to determine and direct the reopening of schools when the emergency conditions ceases to exist and to take all necessary actions to safely reopen schools; and

**BE IT FURTHER RESOLVED**, by unanimous vote pursuant to section 20113 of the Public Contract Code and subject to approval by the Alameda County Superintendent of Schools, the Governing Board authorizes the Superintendent to enter into contracts without advertising or inviting bids up to \$500,000 per contract, and authorizes the use of day labor or force account for the purpose; and

**BE IT FURTHER RESOLVED**, the Governing Board delegates to the Superintendent or her designee, pursuant to Board Policy 2210 and further to its broad authority under Education Code section 35160, the authority to act on behalf of the Governing Board and the District in manners that are consistent with law and Board policies; and

**BE IT FURTHER RESOLVED**, the Governing Board hereby encourages all committees and commissions to hold in abeyance any meetings during the temporary closure of all OUSD schools; and

**BE IT FURTHER RESOLVED**, if a chair or a majority of a committee or and commission's membership determines a meeting is necessary during the temporary closure of all OUSD schools, the Governing Board hereby directs that such meetings be held in a manner consistent with all applicable federal and state laws, executive orders (including the Governor's Executive Orders N-25-20 and N-26-20, if still applicable), and orders by the Alameda County Public Health Officer (including the Order); and

**BE IT FURTHER RESOLVED**, this resolution is effective through May 27, 2020 and shall terminate as of that date unless otherwise extended by the Board.

Passed by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Aimee Eng, Jumoke Hinton Hodge, Gary Yee,  
Roseann Torres, James Harris, Vice President Shanthi Gonzales  
and President Jody London

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Mica Smith-Dahl (Student Director),  
Denilson Garibo (Student Director)

### **CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Special Meeting of the Governing Board of the Oakland Unified School District held on March 19, 2020.

<b>Legislative File</b>	
File ID Number:	20-0615
Introduction Date:	03/19/2020
Enactment Number:	20-0449
Enactment Date:	03/19/2020
By:	er

### **OAKLAND UNIFIED SCHOOL DISTRICT**



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Jody London  
President, Board of Education



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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**RFP/BID # 19-01**

**Nutrition Services  
Milk/Dairy Products**

**Oakland Unified School District  
Nutrition Services  
Irene Reynolds, Executive Director  
900 High Street  
Oakland, California 94601  
(510) 434-3334**

- Proposals must be delivered in a **sealed envelope** and identified with the **RFP/Bid #19-01**. Emailed or faxed RFP's will not be accepted.

**Deliver proposals to the following location:**

Oakland Unified School District  
 Nutrition Services Department  
 Attention: Irene Reynolds, Executive Director  
 900 High Street  
 Oakland, CA 94601

**ATTACHMENT A: PROPOSER CHECKLIST**  
**Oakland Unified School District**  
**Request for Proposal No. 19-01**

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document
<input checked="" type="checkbox"/>	KD	<b>Attachment A:</b> Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials
<input checked="" type="checkbox"/>	KD	<b>Attachment B:</b> Vendor Contact Information Return completed hard copy
<input checked="" type="checkbox"/>	KD	<b>Attachment C:</b> Non Collusion Affidavit Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KD	<b>Attachment D:</b> Suspension and Debarment Certification Return completed hard copy with original signature
<input checked="" type="checkbox"/>	ED	<b>Attachment E:</b> Certification Regarding Lobbying Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KD	<b>Attachment F:</b> Disclosure of Lobbying Activities Return completed hard copy with original signature
		<b>Attachment G:</b> Buy American Certification Form

<input checked="" type="checkbox"/>	KD	Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KD	<b>Attachment H: References Form</b> Return completed hardcopy
<input checked="" type="checkbox"/>	KD	<b>Attachment I: Food Safety Plan/Procedures</b> Return completed hard copy
<input checked="" type="checkbox"/>	KD	<b>Attachment J: Product Specifications and Conditions</b> Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KD	<b>Attachment K: Proposer Pricing Sheet</b> Return completed hard copy with original signature

**ATTACHMENT B: VENDOR CONTACT INFORMATION**

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

**LEGAL NAME OF BUSINESS:**

Crystal Creamery

DBA OR BUSINESS NAME (IF DIFFERENT)

**ADDRESS OF BUSINESS**

STREET ADDRESS:

529 Kansas Ave

CITY:

Modesto

STATE: California

ZIP: 95351

**PAY OR REMIT ADDRESS**

LEGAL NAME OF BUSINESS:

Crystal Creamery

STREET ADDRESS:

529 Kansas Ave

CITY: Modesto

STATE: California

ZIP: 95351

TELEPHONE NUMBER: (209 ) 576-3400

TOLL FREE NUMBER: ( ) 1-888-316-8064

FAX NUMBER: (209 ) 550-3815

EMAIL: ffdpricing@crystalcreamery.com

BUSINESS FEDERAL IDENTIFICATION NUMBER:

94-1415774

(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

**ACCOUNT MANAGER:** Maria Ramirez

TELEPHONE NUMBER: (559 ) 244-2221

CELL PHONE NUMBER: ( )

FAX NUMBER: (559 ) 476-1584

EMAIL: mramirez@crystalcreamery.com

**CUSTOMER SERVICE REPRESENTATIVE:** Cynthia Gregory

TELEPHONE NUMBER: ( ) \_\_\_\_\_

CELL PHONE NUMBER: ( 510 ) 303-7116

FAX NUMBER: ( 510 ) 783-3426

EMAIL: cgregory@crystalcreamery.com

**BILLING QUESTIONS CONTACT PERSON:** Customer Service

TELEPHONE NUMBER: ( ) 1-888-316-6064

CELL PHONE NUMBER: ( ) \_\_\_\_\_

FAX NUMBER: ( ) \_\_\_\_\_

EMAIL: cs@crystalcreamery.com

**EMERGENCY CONTACT PERSON FOR BEFORE/AFTER**

**HOURS:** Steve Brownfield

TELEPHONE NUMBER: ( 510 ) 258-8754

CELL PHONE NUMBER: ( ) \_\_\_\_\_

FAX NUMBER: ( ) \_\_\_\_\_

EMAIL: Sbrownfield@crystalcreamery.com

### ATTACHMENT C: NON COLLUSION AFFIDAVIT

**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL**

(Public Contract Code Section 7106)

STATE OF California )

COUNTY OF Stanislaus County )

Karen Demichelis, being first duly sworn, deposes and says

(name)

that he or she is Director of Business Administration and Analysis

of

(position title)

Crystal Creamery

—

(the proposer)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other

bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: 12/10/2019

By  \_\_\_\_\_  
(Person signing for proposer)

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#### **ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION**

#### **U. S. DEPARTMENT OF AGRICULTURE**

**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 bid 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.)

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

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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)

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.

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 Unified School District

612500

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Karen Demichelis

Director of Business Administration and Analysis

Printed Name

Title



12/10/2019

Signature

Date

DO NOT SUBMIT THIS FORM TO THE CDE. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

**INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)**

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 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.

#### **ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

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

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

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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:
Oakland Unified School District		612500
Address of School Food Authority:		
900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official:	Signature:	Date:
Irene Reynolds, Executive Director		

OR

Name of Food Service Management or Food Service Consulting Company:		
N/A		
Printed Name and Title:	Signature:	Date:
N/A		

**ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See public burden disclosure)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For material change only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known: Crystal Creamery 529 Kansas Ave Modesto, CA 95351 <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> N/A <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> N/A	<b>7. Federal Program Name/Description:</b> N/A CFDA Number, if applicable:	
<b>7. Federal Action Number, if known:</b> N/A	<b>9. Award Amount, if known:</b> \$ N/A	
<b>10. a. Name and Address of Lobbying</b>	<b>b. Individuals Performing Services</b>	

<b>Registrant</b> <i>(if individual, last name, first name, MI):</i> N/A	<i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> N/A
<b>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.</b>	<b>Signature:</b>  <hr/> <b>Print Name:</b> Karen Demichelis <hr/> <b>Title:</b> Director of Business Administration and Analysis <hr/> <b>Telephone No.:</b> (209) 576-3400 <b>Date:</b> 12/10/2019
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction          Standard Form - LLL (Rev. 7-97)</b>

**ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM**

**Note: Complete this form if you are a food and/or beverage supplier only.**

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.

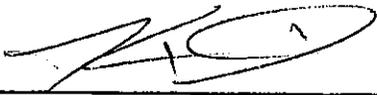
I/we

Crystal Creamery

certify

vendor name

that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon.



12/10/2019

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.)

#### ATTACHMENT H: REFERENCES FORM

##### References

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Name of School: San Francisco Unified School District

Address: 841 Ellis Street, San Francisco, CA 94109

Telephone: (415) 917-6244 / (415) 749-3604

Contact: Nicole Cadiz, Culinary Programs Supervisor Student Nutrition Services

Start/End Date: 1/27/2011-Present

Name of School: Lodi Unified School District

Address: 1305 E Vine Street, Lodi CA 95240

Telephone: (209)331 7361

Contact: Lydia Flores

Start/End Date: 3/29/1987-Present

Name of School: Sacramento City School District

Address: 3051 Redding Ave., Sacramento, CA 95820

Telephone: (916) 395-5600 Ext. 460027

Contact: Robert Aldama Manager

Start/End Date: 10/15/07-Present

**ATTACHMENT I: FOOD SAFETY PLAN/PROCEDURES**

**Note: Complete this form if you are a food and/or beverage supplier only.**

**Food Safety:** : Food/beverage vendors shall be expected to comply with all Federal, State, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided.

Please provide information about your company's food safety policies and procedures. (If you would like to attach any supporting documentation, please do so.):

Vendor name: Crystal Creamery

Please see attached documentation  
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**ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS**



## Finished Product Specification

QC.05.190

Crystal Regular Sour Cream – Food Service

DOCUMENT NUMBER

### Description

Sour cream made with stabilizers for better performance in a food service environment.

### Ingredients

Cultured Pasteurized Grade A Milk, Cream and Nonfat Milk, Modified Food Starch, Sodium Phosphate, Sodium Citrate, Guar Gum, Carrageenan, Carob Bean Gum, Natural Flavor, Enzyme.

### Physical Requirements

Butterfat: 18% minimum  
Visual appearance: creamy, smooth, semi-heavy body.  
Flavor/odor: clean, cultured and mildly acidic. No off flavors or odors.  
Color: creamy white

### Microbiological Requirements

Coliform <10 cfu/gm  
Yeast/mold <30 cfu/gm

### Storage Requirements

Product should be shipped and stored between 34°F and 40°F.

### Government Standard

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO):

### Quality Assurance

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

### Country of Origin

Manufactured in the USA from ingredients which may originate globally. All dairy ingredients are sourced from California USA.

### Certifications

Kosher: Yes, Orthodox Union OU-D  
Organic: No  
Halal: No

### Safety Data Sheet (SDS)

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

### Lot Code Explanation

The expiration date is printed on the pail as an "Enjoy by" date.

### GMO – rBST Statement

To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

### Nutrition Data

Nutrition Facts	
servings per container	
Serving size	2 tbsp (30g)
Amount per serving	
<b>Calories</b>	<b>60</b>
	% Daily Value*
Total Fat 6g	6%
Saturated Fat 3.6g	18%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 50mg	2%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Total Sugars 1g	
Includes 0g Added Sugars	0%
Protein 1g	
Vitamin D 0.2mcg	2%
Calcium 30mg	2%
Iron 0mg	0%
Potassium 40mg	0%

\*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

### Prop 65 Statement

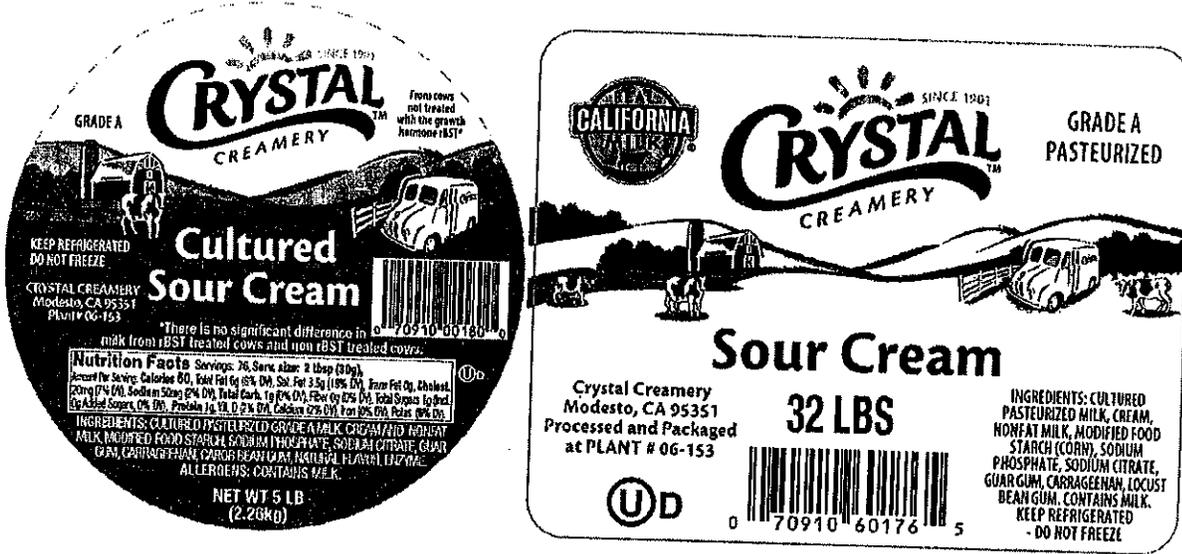
Crystal Creamery does not knowingly manufacture dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-153	Organic # 17395		
ORIGINATION DATE: 09-06-19	LAST REVISION DATE: new	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2

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	<b>Finished Product Specification</b>	QC.05.190
	Crystal Regular Sour Cream – Food Service	DOCUMENT NUMBER

**Label Image**



**Allergens**

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same facility
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

**Packaging**

Plastic tub with tamper evident seal under the lid

Size	Product #	UPC Code	Shelf Life
5 pound	160180	0 70910 00180 0	50 days
32 pound	160176	0 70910 60176 5	50 days

IMS Plant #: 06-153	Organic # 17395		
ORIGINATION DATE: 09-06-19	LAST REVISION DATE: new	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 2 of 2

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	<b>Finished Product Specification</b>	QC.06.140
	Crystal Nonfat Milk	DOCUMENT NUMBER

**Description**

Pasteurized Grade A Nonfat Milk

**Ingredients**

Nonfat Milk, Vitamin A Palmitate, Vitamin D3

**Physical Requirements**

Butterfat: 0.00% - 0.20%  
 Total Solids: Minimum of 9%  
 Texture: Free flowing liquid  
 Color: Uniform, creamy white  
 Flavor: Clean sweet, typical nonfat milk with no off flavors

**Microbiological Requirements**

Coliform: <10 cfu/gm  
 Aerobic Plate Count: <15,000 cfu/gm  
 Antibiotics: Negative

**Storage Requirements**

Product should be shipped and stored 34°F to 40°F.

**Government Standard**

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

**Quality Assurance**

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

**Country of Origin**

All dairy ingredients are sourced from California USA.

**Certifications**

Kosher: Yes, Orthodox Union OU-D  
 Organic: No  
 Halal: No

**Safety Data Sheet (SDS)**

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

**Lot Code Explanation**

The expiration date is printed on the top of each bottle:  
 Paper: "USE BY MM/DD/YYYY HH:MM #06-253"  
 Plastic: "MMM DD 06-253 Filler HH:MM"

**GMO – rBST Statement**

To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

**Nutrition Data**

<b>Nutrition Facts</b>	
servings per container	
Serving size	1 Cup (236 mL)
Amount per serving	
<b>Calories</b>	<b>90</b>
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol <5mg	2%
Sodium 95mg	4%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2mcg	10%
Calcium 306mg	25%
Iron 0mg	0%
Potassium 441mg	10%
Vitamin A 90mcg	10%

**Prop 65 Statement**

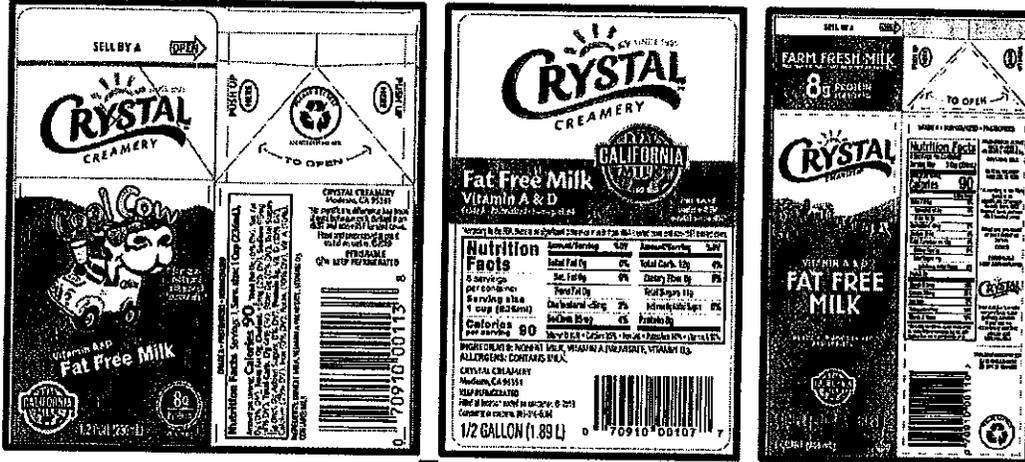
Crystal Creamery does not knowingly manufacture dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 10-30-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2

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	<b>Finished Product Specification</b>	QC.06.140
	Crystal Nonfat Milk	DOCUMENT NUMBER

**Sample Label Images**



**Allergens**  
Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same plant
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

**Packaging**

Size	Product #	UPC Code	Shelf Life
Half Pint (8 oz)	160113	0 70910 00113 8	18 days
Quart (32 oz)	160110	0 70910 00110 7	20 days
Half Gallon Paper (64 oz)	160105	0 70910 00105 3	20 days
Half Gallon Plastic (64 oz)	160107	0 70910 00107 7	20 days
Gallon (128 oz)	160103	0 70910 00103 9	20 days
5 Gallon (640 oz)	160101	0 70910 60101 7	20 days
6 Gallon (768 oz)	5006	0 76998 05006 8	20 days

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 10-30-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 2 of 2

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	<b>Finished Product Specification</b>	QC.06.152
	Crystal 1% Lowfat Milk	DOCUMENT NUMBER

**Description**

Pasteurized Grade A 1% Lowfat Milk

**Ingredients**

Nonfat Milk, Milk, Vitamin A Palmitate, Vitamin D3

**Physical Requirements**

Butterfat: 0.9% - 1.1%  
 Total Solids: Minimum of 11%  
 Texture: Free flowing liquid  
 Color: Uniform, creamy white  
 Flavor: Clean sweet, typical lowfat milk with no off flavors

**Microbiological Requirements**

Coliform: <10 cfu/gm  
 Aerobic Plate Count: <15,000 cfu/gm  
 Antibiotics: Negative

**Storage Requirements**

Product should be shipped and stored 34°F to 40°F.

**Government Standard**

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

**Quality Assurance**

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

**Country of Origin**

All dairy ingredients are sourced from California USA.

**Certifications**

Kosher: Yes, Orthodox Union OU-D  
 Organic: No  
 Halal: No

**Safety Data Sheet (SDS)**

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

**Lot Code Explanation**

The expiration date is printed on the top of each bottle:  
 Paper: "USE BY MM/DD/YYYY Filler HH:MM #06-253"  
 Plastic: "MMM DD 06-253 Filler HH:MM"

**GMO – rBST Statement**

To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

**Nutrition Data**

<b>Nutrition Facts</b>	
Serving size	1 Cup (236 mL)
Amount per serving	
<b>Calories</b>	<b>120</b>
	% Daily Value*
Total Fat 2.6g	3%
Saturated Fat 1.6g	8%
Trans Fat 0g	
Cholesterol 16mg	5%
Sodium 110mg	5%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 10g	
Vitamin D 2mcg	10%
Calcium 355mg	25%
Iron 0mg	0%
Potassium 490mg	10%
Vitamin A 90mcg	10%

\*The % Daily Value 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.

**Prop 65 Statement**

Crystal Creamery does not knowingly manufacturer dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2

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	<b>Finished Product Specification</b>	QC.06.152
	Crystal 1% Lowfat Milk	DOCUMENT NUMBER

**Sample Label Images**



**Allergens**  
Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same plant
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

**Packaging**

Size	Product #	UPC Code	Shelf Life
Half Pint Paper (8 oz)	160088	0 70910 00088 9	18 days
Quart Paper (32 oz)	160067	0 70910 00067 4	20 days
Half Gallon Paper (64 oz)	160060	0 70910 00060 5	20 days
Half Gallon Plastic (64 oz)	160062	0 70910 00062 9	20 days
Gallon Plastic (128 oz)	160010	0 70910 00010 0	20 days

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 2 of 2

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## Finished Product Specification

QC.06.195

Crystal Fat Free Chocolate Milk

DOCUMENT NUMBER

### Description

Pasteurized Grade A Fat Free Chocolate Milk

### Ingredients

Nonfat Milk, Sugar, Cornstarch, Cocoa (Processed With Alkali), Carrageenan, Natural Flavor, Salt, Vitamin A Palmitate, Vitamin D3.

### Physical Requirements

Butterfat: 0.00% - 0.25%  
Total Solids: 13.00% to 14.00%  
Texture: Free flowing liquid  
Color: Uniform, creamy chocolate  
Flavor: Clean sweet, typical Fat Free Chocolate milk with no off flavors

### Microbiological Requirements

Coliform: <10 cfu/gm  
Aerobic Plate Count: <15,000 cfu/gm  
Antibiotics: Negative

### Storage Requirements

Product should be shipped and stored 34°F to 40°F.

### Government Standard

Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

### Quality Assurance

Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

### Country of Origin

All dairy ingredients are sourced from California USA.

### Certifications

Kosher: Yes, Orthodox Union OU-D  
Organic: No  
Halal: No

### Safety Data Sheet (SDS)

This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

### Lot Code Explanation

The expiration date is printed on the top of each carton:  
"USE BY MMM DD YYYY HH:MM FILLER #06-253"

### GMO - rBST Statement

To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

### Nutrition Data

Nutrition Facts	
servings per container	
Serving size	1 Cup (236 mL)
Amount per serving	
<b>Calories</b>	<b>120</b>
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 160mg	7%
Total Carbohydrate 21g	8%
Dietary Fiber 0g	0%
Total Sugars 19g	
Includes 7g Added Sugars	14%
Protein 9g	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0.4mg	2%
Potassium 400mg	8%
Vitamin A 150mcg	15%

\*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

### Prop 65 Statement

Crystal Creamery does not knowingly manufacturer dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 08-13-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2

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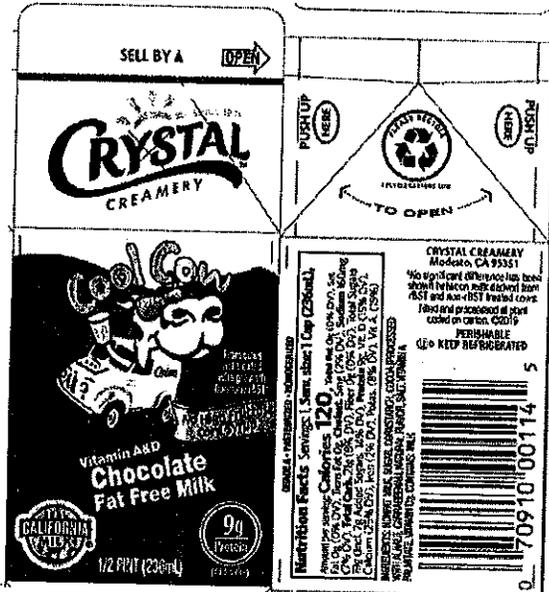
## Finished Product Specification

QC.06.195

Crystal Fat Free Chocolate Milk

DOCUMENT NUMBER

### Label Image



### Allergens

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same plant
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

### Packaging

Size	Product #	UPC Code	Shelf Life
Half Pint (8 oz)	160114	0 70910 00114 5	18 days

IMS Plant #: 06-253	Organic # 17395		
ORIGINATION DATE: 08-13-19	LAST REVISION DATE: New	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 2 of 2

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	<b>CRYSTAL CREAMERY PRODUCT SPECIFICATIONS</b>	QC.10.2014
	TITLE: Crystal (California Dairies Inc) Unsalted Butter - Quarters 1 lb	DOCUMENT NUMBER

	California Dairies, Inc. Product Technical Reference Sheet	Document No. <b>TS-10.4.5</b>	Revision No. 2E
			Page 1 of 2
<b>Unsalted (Cultured) Butter</b>			Effective Date: 12/17/03 Revised: 11/15/17

**Description**

Sweet cream is pasteurized at approximately 185°F (85°C) for not less than 15 seconds or for a time and temperature giving equivalent results such that the cream meets Pasteurized Milk Ordinance and United States Department of Agriculture requirements. Cultured butter is obtained by removing some water and some milk solids non fat by churning and adding natural flavors. Cultured butter is light yellow in color and possesses a sweet clean, slightly cultured flavor which is free from rancid, oxidized or other objectionable flavors. Cultured butter meets all requirements for the grade declared.

**Ingredient Statement**

Pasteurized Cream  
Natural Flavors (Lactic Acid, Starter Distillate)

**Allergen Statement**

Contains Milk

Microbiological Standards	Units	Maximum	Method
Aerobic Plate Count (APC)	cfu/g	<5,000	Petrifilm
Coliform	cfu/g	<10	Petrifilm
Yeast & Mold	cfu/g	<20	Petrifilm
Chemical Standards	Minimum	Maximum	Method
Fat	80%		Kohman
Moisture		18.5%	Kohman
Solids Non Fat		3.0%	Kohman
pH	4.2	5.0	pH Meter

*The sum of the actual components for each sample will equal 100%, values listed above are global values.*

**Physical Standards**

Visual Impurities: None  
Color: Uniform Light Yellow

**Sensory Standards**

Flavor: Clean, fresh, culture, no rancid or off flavors  
Odor: Fresh, slight cultured, no off odors.

**Antibiotics**

All raw milk used in the manufacture of products has been screened and tested "Not Found" for drug residues according to the FDA PMO - Appendix "N" (latest revision).

**Packaging**

No staples, nails, wire ties or similar devices may be used to close packages.  
Package size and style per customer requirements.

**Shelf Life**

Refrigerated 150 days, frozen 12 months frozen + 150 days refrigerated after thawing.  
Shelf life is guaranteed at refrigeration temperatures of ≤40°F (4°C) or freezer temperatures of -10°F to -20°F (-23°C to -29°C).  
Store away from highly aromatic food products under controlled humidity (80-85%) conditions.

ORIGINATION DATE: 05-09-16	LAST REVISION DATE: 12-13-19	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 1 of 2
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	<b>CRYSTAL CREAMERY PRODUCT SPECIFICATIONS</b>	QC.10.2014
	TITLE: Crystal (California Dairies Inc) Unsalted Butter - Quarters 1 lb	DOCUMENT NUMBER

Label image



ORIGINATION DATE: 05-09-16	LAST REVISION DATE: 12-13-19	Crystal Creamery, 529 Kansas Avenue, Modesto, CA 95351 (866) 225-4821 www.crystalcreamery.com	PAGE 2 of 2
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	<b>CRYSTAL CREAMERY PROGRAM</b>	QC.10.129
	TITLE: Food Safety Fundamentals Program	DOCUMENT NUMBER

**Purpose:**

The purpose of the Food Safety Fundamentals Program is to ensure procedures are established by which Crystal Creamery will control food safety and quality and that the methods are documented in the Food Safety and Quality Plan.

**Scope:**

This element requires development and documentation of a Food Safety and Quality Plan and that these documents are regularly reviewed, validated, verified and maintained (and signed off) by an SQF Practitioner. The premises, building and equipment design shall be located, constructed and designed to facilitate a safe, quality food product. The facilities and equipment are maintained in a structurally sound and sanitary manner.

**Objective:**

Food Safety Fundamentals are required by SQF Manufacturing Code. The Food Safety Fundamentals concentrate on the location design and construction of the site and the equipment. It also requires the application of those Pre-requisite Programs that apply to our operation. Pre-requisites are the methods and practices used to provide basic environmental operating conditions essential for the processing of safe food. Pre-requisites are generally drawn from federal, state, and local regulatory GMP practices and/or standard sanitation operating procedures. The Food Safety and Quality Plan is a description of what you do, what hazards are present, what the necessary control measures are, and any critical points where a food safety or quality hazard must be controlled in your business. The Food Safety and Quality Plan is developed using the HACCP method. To meet the SQF Code requirements we are required to demonstrate that we have applied the HACCP Method to the development of each Food Safety and Quality Plan that will apply to our operations.

**Procedure:**

Crystal Creamery must prepare Food Safety Fundamentals that include the following:

1. Senior Management shall make provision to ensure fundamental food safety practices are adopted and maintained.
2. A site plan showing the location of the premises and the surrounding land use and evidence from the local authority indicating that the premise is approved for the purpose. The premise, buildings and equipment must be located, constructed and designed to facilitate proper processing, handling, storage and delivery of safe quality food.
3. The premises are to be maintained structurally sound and in a sanitary manner.
4. Pre-requisite programs shall be documented and implemented as applicable to the Scope of Certification. Each pre-requisite program must be validated and verified by the SQF Practitioner. The SQF Practitioner is required to sign off on each Pre-requisite Program indicating that the verification and validation has been completed.
  1. Personnel Practices
  2. Personnel Processing Practices
  3. Training of Personnel
  4. Calibration of Equipment
  5. Management of Pests and Vermin
  6. Premises and Equipment Maintenance
  7. Cleaning and Sanitation
  8. Monitoring Water Microbiology and Quality
  9. Control of Physical Contaminants
  10. Supplier Approval
  11. Transport and Delivery
  12. Waste Management and Disposal
  13. Allergen Control

IMS Plant #'s: 06-1187, 06-53, 06-153 and 06-253		Organic #'s 53191, 17395	Reviewed By/Date	
ORIGINATION DATE: 11-19-12	LAST REVISION DATE: 12-10-19	APPROVED BY: Sumindar Kaur	POSITION / TITLE: SQF Practitioner Food Safety Coordinator	PAGE 1 of 1

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.130
	TITLE: Food Safety and Quality Manual	DOCUMENT NUMBER

**Purpose:**

The Food Safety and Quality Manual sets out how the overall policies, procedures, and practices of Crystal Creamery are designed to meet the requirements of the SQF code. The Food Safety and Quality Manual provide information about the business, how Crystal Creamery's quality systems will meet the requirements of the SQF code, and is a roadmap for the Food Safety and Quality Program. This document is a brief outline of Food Safety and Quality Policies/Programs, Prerequisite Programs applied, and a listing of products covered under the scope of certification.

**Scope:**

The scope of the Food Safety and Quality Manual Summary encompasses manufacturing of Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks.

**Objective:**

Crystal Creamery shall develop a Food Safety and Quality Manual sufficient to support the Food Safety and Quality of the products produced. The summary documents the internal programs used to ensure compliance to this element.

**Procedure:**

SQF§ 2.1.1.1 is the Management Commitment to meet and exceed SQF's requirements for food safety and quality. The Organization Chart, SQF§ 2.1.2.1 shows the ranks of Crystal Creamery's organization and identifies who is responsible for food safety and quality.

**Food Safety Policies:**

The following are the Food Safety and Quality Policies:

- QC.10.128 – Food Legislation Policy
- QC.10.431 – Good Manufacturing Practices
- QC.10.428 – Food Allergen Policy
- QC.10.131 – Food Safety Plan (HACCP) Program
- OP.06.838 – Product Rework Policy
- QC.10.136 – Stock Rotation FIFO Policy
- QC.10.612– Product Trace Program
- QC.10.142 – Corrective and Preventative Action Policy
- QC.10.144 – Internal Audit Policy
- QC.10.579 – Bio Security and Food Defense Program
- QC.10.390 – Cleaning and Sanitation Policy
- QC.10.421 - Glass and Brittle Plastic Policy

**Pre-Requlsite Programs**

- Personnel Practices
- Personnel Processing Practices
- Training of Personnel
- Calibration of Equipment
- Management of Pests and Vermin
- Premises and Equipment Maintenance
- Cleaning and Sanitation

IMS Plants #: 06-053, 06-153, 06-253	Organic # 17395			
ORIGINATION DATE: 11-05-12	LAST REVISION DATE: 12-10-19	APPROVED BY: Sumindar Kaur	POSITION / TITLE: SQF Practitioner Food Safety Coordinator	PAGE 1 of 2

	<b>CRYSTAL CREAMERY POLICY</b>	QC.10.130
	TITLE: Food Safety and Quality Manual	DOCUMENT NUMBER

- Monitoring Water Microbiology and Quality
- Control of Physical Contaminants
- Supplier Approval
- Transport and Delivery
- Waste Management and Disposal
- Allergen Control
- Senior Management Policy Statement
- A site plan showing the location of the premises and the surrounding land use and evidence from the local authority indicating that the premise is approved for the purpose. The premise, buildings and equipment must be located, constructed and designed to facilitate proper processing, handling, storage and delivery of safe quality food.
- The premises are to be maintained structurally sound and in a sanitary manner.

**Product List**

- Milk and Milk Products
- Buttermilk
- Cottage Cheese
- Sour Cream
- Ice Cream
- Butter
- Powder
- Juices
- Flavored Drinks

All products produced by Crystal Creamery conform to all food regulatory requirements.

IMS Plants #: 06-053, 06-153, 06-253	Organic # 17395			
ORIGINATION DATE: 11-05-12	LAST REVISION DATE: 12-10-19	APPROVED BY: Sumindar Kaur	POSITION / TITLE: SQF Practitioner Food Safety Coordinator	PAGE 2 of 2

**Product Specifications and Conditions:** All milk products shall be Grade A, produced in California conforming with California Agriculture Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

**General Information:** All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

**Pricing:** Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.

**Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change.** Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

**Ordering:** The District prefers to place orders online and receive an email confirmation, however, some sites will need to place orders manually with the delivery driver, in this case a written copy of the order must be left with the person in charge at the site. The District reserves the right to add, remove or delete product based on school needs. Only vendors with no minimum order requirements will be considered for award.

**Substitutions:** Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

**Delivery:** The District reserves the right 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 approximately 83 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. 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. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Oakland Unified School District School and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy rust free baskets/crates.
4. Milk shall be delivered between 35° and 38° degrees Fahrenheit.
5. Milk delivered shall have a fourteen day code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. The delivery driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.
7. Milk crates will be stacked no higher than five crates high inside school walk-in refrigerators.
8. Delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
9. All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

**Table A – Oakland Unified School District School and Delivery List**

School Name	School Type	Address
Arroyo Viejo CDC	ECE	1895 - 78th Ave. 94621
Burbank State PreK	ECE	3550 - 64th Avenue 94605
Centro Infantil CDC	ECE	2660 East 16h Street 94601
Harriet Tubman CDC	ECE	800 - 33rd Street 94608
Highland CDC	ECE	1322 - 86th Avenue 94621
International CDC	ECE	2825 International Blvd 94601
Jefferson CDC	ECE	1975 - 40th Avenue 94601
Laurel CDC	ECE	3825 California Street 94619
Lockwood CDC	ECE	1125 - 69th Avenue 94621
Manzanita CDC	ECE	2618 Grande Vista Ave. 94601
United Nation CDC	ECE	1025 - 4th Ave. 94606
Yuk Yau CDC	ECE	291 - 10th Street 94607
ACORN WOODLAND ELEMENTARY / ENCOMPASS ACADEMY	Elementary School	1025 81st Avenue, 94621
ALLENDALE ELEMENTARY SCHOOL	Elementary School	3670 Penniman Avenue, 94619

BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606
BRIDGES ACADEMY	Elementary School	1325 53rd Avenue , 94601
BROOKFIELD ELEMENTARY SCHOOL	Elementary School	401 Jones Avenue, 94603
BURCKHALTER ELEMENTARY SCHOOL	Elementary School	3994 Burckhalter Avenue, 94605
CARL B. MUNCK ELEMENTARY SCHOOL	Elementary School	11900 Campus Drive, 94619
CHABOT ELEMENTARY SCHOOL	Elementary School	6686 Chabot Road, 94618
CLEVELAND ELEMENTARY SCHOOL	Elementary School	745 Cleveland Street, 94606
EAST OAKLAND PRIDE ELEMENTARY SCHOOL	Elementary School	8000 Birch Street, 94621
EMERSON ELEMENTARY SCHOOL	Elementary School	4803 Lawton Avenue, 94609
ESPERANZA ELEMENTARY / KOREMATSU ACADEMY	Elementary School	10315 E. Street, 94603
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606
FRUITVALE ELEMENTARY SCHOOL	Elementary School	3200 Boston Avenue, 94602
FUTURES ELEMENTARY / COMMUNITY UNITED ELEMENTARY	Elementary School	6701 International Boulevard, 94621
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606
GLENVIEW ELEMENTARY SCHOOL	Elementary School	915 54th St., 94608
GLOBAL FAMILY SCHOOL	Elementary School	2035 40th Avenue, 94601
GRASS VALLEY ELEMENTARY SCHOOL	Elementary School	4720 Dunkirk Avenue, 94605
GREENLEAF ELEMENTARY SCHOOL	Elementary School	6328 East 17th Street, 94621
HOOVER ELEMENTARY SCHOOL	Elementary School	890 Brockhurst Street, 94608
HORACE MANN ELEMENTARY SCHOOL	Elementary School	5222 Ygnacio Avenue, 94601
HOWARD ELEMENTARY SCHOOL	Elementary	8755 Fontaine Street, 94605

	School	
INTERNATIONAL COMMUNITY / THINK COLLEGE NOW	Elementary School	2825 International Blvd, 94601
JOAQUIN MILLER ELEMENTARY SCHOOL	Elementary School	5525 Ascot Drive, 94611
KAISER ELEMENTARY SCHOOL	Elementary School	25 South Hill Court, 94618
LA ESCUELITA ELEMENTARY SCHOOL / METWEST	Elementary School	1050 Second Avenue, 94606
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607
MADISON PARK ACADEMY PRIMARY	Elementary School	470 El Paseo Drive, 94603
MANZANITA COMMUNITY SCHOOL / MANZANITA SEED	Elementary School	2409 East 27th Street, 94601
MARKHAM ELEMENTARY SCHOOL	Elementary School	7220 Krause Avenue, 94605
MARTIN LUTHER KING, JR. ELEMENTARY SCHOOL (PK-5)	Elementary School	960 10th Street, 94607
MELROSE LEADERSHIP ACADEMY TK-5	Elementary School	4730 Fleming Avenue, 94619
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611
NEW HIGHLAND ACADEMY / RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621
PARKER ELEMENTARY SCHOOL	Elementary School	7929 Ney Avenue, 94605
PERALTA ELEMENTARY SCHOOL	Elementary School	460 63rd Street, 94609
PIEDMONT AVENUE ELEMENTARY SCHOOL	Elementary School	4314 Piedmont Avenue, 94611
PRESCOTT ELEMENTARY SCHOOL	Elementary School	920 Campbell Street, 94607
REACH ACADEMY	Elementary School	9845 Bancroft Ave. 94603
REDWOOD HEIGHTS ELEMENTARY SCHOOL	Elementary School	4401 39th Avenue, 94619
SANKOFA ACADEMY	Elementary School	581 61st Street, 94609

SEQUOIA ELEMENTARY SCHOOL	Elementary School	3730 Lincoln Avenue, 94602
BRET HARTE MIDDLE SCHOOL	Secondary	3700 Coolidge Avenue, 94602
CASTLEMONT HIGH SCHOOL / RUDSDALE NEWCOMER	Secondary	8601 MacArthur Boulevard, 94605
CLAREMONT MIDDLE SCHOOL	Secondary	5750 College Avenue, 94618
COLISEUM COLLEGE PREP ACADEMY	Secondary	1390 66th Avenue, 94621
DEWEY ACADEMY	Secondary	1111 Second Avenue, 94606
EDNA BREWER MIDDLE SCHOOL	Secondary	3748 13th Avenue, 94610
ELMHURST UNITED	Secondary	1800 98th Avenue, 94603
FREMONT HIGH SCHOOL	Secondary	4610 Foothill Boulevard, 94601
FRICK IMPACT ACADEMY	Secondary	2845 64th Avenue, 94605
MADISON PARK ACADEMY SECONDARY	Secondary	400 Capistrano Drive, 94603
MCCLYMONDS HIGH SCHOOL	Secondary	2608 Myrtle Street, 94607
MONTERA MIDDLE SCHOOL	Secondary	5555 Ascot Drive, 94611
OAKLAND HIGH SCHOOL	Secondary	1023 MacArthur Boulevard, 94610
OAKLAND INTERNATIONAL HIGH	Secondary	4521 Webster Street, 94609
OAKLAND TECHNICAL HIGH SCHOOL	Secondary	4351 Broadway, 94611
RALPH J. BUNCHE HIGH SCHOOL	Secondary	1240 18th Street, 94607
ROOSEVELT MIDDLE SCHOOL	Secondary	1926 19th Avenue, 94606
RUDSDALE CONTINUATION / SOJOURNER TRUTH IND STUDY	Secondary	8251 Fontaine Street, 94605
SKYLINE HIGH SCHOOL	Secondary	12250 Skyline Boulevard, 94619
STREET ACADEMY	Secondary	417 29th Street, 94609
UNITED FOR SUCCESS / LIFE ACADEMY	Secondary	2101 35th Avenue, 94601
URBAN PROMISE ACADEMY	Secondary	3031 East 18th Street, 94601
WEST OAKLAND MIDDLE SCHOOL	Secondary	991 14th Street, 94607
WESTLAKE MIDDLE SCHOOL	Secondary	2629 Harrison Street, 94612
COMMUNITY SCHOOL FOR CREATIVE EDUCATION	Grades TK- 12	2111 International Blvd, 94606
IMPACT ACADEMY OF ARTS AND TECHNOLOGY	Grades TK- 12	2560 Darwin St, Hayward, 94545
KIPP CHARTER SCHOOL	Grades TK- 12	991 14th St, 94607

**ATTACHMENT K: PROPOSER PRICING SHEET**

The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District for all transactions.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	6 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Sour Cream	5 lb	150	9.5131	1,426.96	2
Chocolate Milk, FF, Homogenized, No High Fructose Com Syrup, Paper carton, 50/case	8 oz	205,000	0.2640	54,120.00	1
Milk, 1%, Homogenized, Paper carton, 50/case	8 oz	765,000	0.2860	218,790.00	1
Milk, FF, Homogenized, Paper carton, 50/case	8 oz	115,000	0.2640	30,360.00	1
Milk, 1%, Homogenized, Quart	32 oz	12,000	1.0340	12,408.00	1
Butter, Quarters, Unsalted	16 oz	1,000	4.3236	4,323.61	1

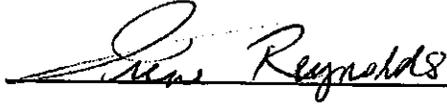
In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Vendor Signature  
12/10/2019



Date

Oakland Unified School District Signature  
Date 4/29/2020  
(If awarding contract)





December 20<sup>th</sup>, 2019

Oakland Unified School District  
Nutrition Services Department  
Attention: Irene Reynolds, Executive Director  
900 High Street  
Oakland, CA 94601

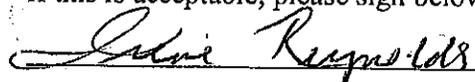
To whom it may concern,

Crystal Creamery is pleased to offer the following per unit pricing for the 2019-2020 school year.

PRODUCT	Price
SKU_000160180 - CR SOUR CRM 2/5# SP	9.5131
SKU_000160114 - CR CHOC NF CLCW HPT ECO	0.2640
SKU_000160088 - CR 1% LF CLCW HPT ECO	0.2860
SKU_000160113 - CR FAT FREE CLCW HPT ECO	0.2640
SKU_000160067 - CR 1% LF QT PPR	1.0340
SKU_000160305 - BUTTER CR UNS 1# QTR	4.3236

Please allow 30 days' notice for Crystal Creamery to coordinate transportation logistics.

If this is acceptable, please sign below and return a copy of this letter to us for our records.



Date: 4/24/2020

Oakland Unified School District

Sincerely,

Karen Demichelis  
Director of Business Administration and Analysis  
Crystal Creamery



Board Office Use: Legislative File Info.	
File ID Number	20-0151
Introduction Date	1/22/2020
Enactment Number	20-0107
Enactment Date	1/22/2020 os

# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Irene Reynolds, Executive Director Nutrition Services and Warehouse

**Board Meeting Date**

**Subject** Resolution NO. 1920-2031 - RFP/Bid Award: #19-01 Milk/Dairy Products

**Action Requested and Recommendation** Approval by the Board of Education of Resolution NO. 1920-2031 - Award of Bid - Milk/Dairy Products RFP/Bid #19-01 to Berkeley Farms Dairy LLC. of Hayward, CA not to exceed the amount of \$320,000 as the lowest responsible bidder for the remainder of the 2019-2020 school year.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

The Nutrition Services Department is required to provide meals to children who meet federal eligibility criteria for free and reduced price 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 & Adult Care Food Program", "School Breakfast Program", "National School Lunch Program" and "After School Meal Program". Serving milk is a requirement of these programs.

Nutrition Services Staff advertized the RFP/Bid with the San Francisco Chronicle and the Oakland Post and distributed the RFP/Bid via email and phone calling. Three (3) vendors responded to the RFP/Bid, two (2) with proposals and one (1) with a letter stating they could not meet the delivery requirements of the RFP/Bid. The two (2) proposals were reviewed by a panel of 3 District staff members and scored using the identified criteria.



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**Recommendation**      Approval by the Board of Education of Resolution NO. 1920-2031 Award of Bid Milk/Dairy Products Bid #19-01 to Berkeley Farms Dairy LLC. of Hayward, CA for an amount not to exceed \$320,000 as the lowest, responsive, responsible bidder, for the remainder of the 2019-2020 school year with two one (1) year optional renewals upon further approval by the Board.

**Fiscal Impact**              Funding resource(s): 130-5310-0-9000-4710-991-9910-9800-0502-99999

**Attachments**              Resolution NO. 1920-2031  
Original RFP/Bid document  
Responses  
Scoring sheets  
Signed contract with Berkeley Farms Dairy LLC. of Hayward, CA

File ID Number:	20-0151
Introduction Date:	1/22/2020
Enactment Number:	20-0107
Enactment Date:	1/22/2020 os

RESOLUTION  
OF THE  
BOARD OF EDUCATION  
OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT  
NO. 1920-2031

Award of Bid - Milk/Dairy Products -RFP/Bid #19-01

**WHEREAS,** The Board of Education of the Oakland Unified School District of Alameda County, via the Superintendent of Schools, heretofore authorized its Nutrition Services Department to advertise for sealed Request for Proposals, NO. 19-01 for Milk/Dairy Products to be delivered to all schools outlined in the Bid/RFP, in said District;

**WHEREAS,** The Nutrition Services Department of the District did on December 27, 2019 receive and open bids in response to said advertisement;

**WHEREAS,** The Nutrition Services Department forwarded to the Board, District staff's recommendation on which bidders have submitted the lowest responsible proposal, and staff has made a recommendation for award of contract; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Board hereby accepts the recommendation of staff, rejects all other proposals, and does make the award for Milk and Dairy Products to Berkeley Farms, Hayward, CA, as the lowest, responsive, responsible bidder, not to exceed the amount of \$320,000.00 for the remainder of the 2019-2020 school year, unless extended by the Parties for two additional one year terms, as outlined fully in the Request for Proposal NO. 19-01, subject to approval by the Board; and

**BE IT FURTHER RESOLVED,** that all proposals other than that of the successful Vendor, are hereby rejected; and the Secretary of the Board is hereby authorized and directed to return to the unsuccessful bidders their certified or cashier's checks, if one was required; and

**BE IT FURTHER RESOLVED,** that a contract for Milk/Dairy Products for the remainder of the 2019-2020 school year pursuant to the Bid Award is hereby approved between Oakland Unified School District and Berkeley Farms.

File ID Number:	20-0151
Introduction Date:	1/22/20
Enactment Number:	20-0107
Enactment Date:	1/22/2020 os

Passed by the following vote:

PREFERENTIAL AYE: None  
 PREFERENTIAL NOE: None  
 PREFERENTIAL ABSTENTION: None  
 PREFERENTIAL RECUSE: None  
 AYES: James Harris, Jumoke Hinton-Hodge, Aimee Eng, Gary Yee, Roseann Torres, President Jody London  
 NOES: None  
 ABSTAINED: None  
 RECUSE: None  
 ABSENT: Student Director Garibo, Student Director Smith-Dahl, Vice President Shanthi Gonzales

**CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on 1/22, 2020.

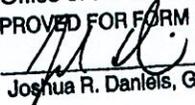
**OAKLAND UNIFIED SCHOOL DISTRICT**



\_\_\_\_\_  
**Jody London**  
 President, Board of Education



\_\_\_\_\_  
**Kyla Johnson-Trammell**  
 Superintendent and Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:  1/17/20  
 Joshua R. Daniels, General Counsel



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**RFP/BID # 19-01**

**Nutrition Services  
Milk/Dairy Products**

**Oakland Unified School District  
Nutrition Services  
Irene Reynolds, Executive Director  
900 High Street  
Oakland, California 94601  
(510) 434-3334**

**Oakland Unified School District, Request for Proposal/Bid No. 19-01  
Milk/Dairy Products**

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**NOTICE TO BIDDERS**

**REQUEST FOR PROPOSAL/BID # 19-01**

The Oakland Unified School District is requesting bids from providers of milk and dairy products to provide service for the District's milk and dairy program.

**Submission Deadline:**

BID's must be received prior to **10:00 A.M., on December 27, 2019.** Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

Oakland Unified School District  
Nutrition Services  
900 High Street  
Oakland, CA 94601  
Attention: Irene Reynolds, Executive Director

BID's received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Nutrition Services Department, 900 High Street, Oakland, CA 94601.** Refer any questions to: **Irene Reynolds, Executive Director, e-mail: [irene.reynolds@ousd.org](mailto:irene.reynolds@ousd.org).**

Published: December 6, 2019  
December 13, 2019

**RFP/Bid Introduction:** This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the Oakland Unified School District's Nutrition Services Department, hereinafter referred to as the School Food Authority (SFA or District), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFA. A vendor who submits a proposal in response to this solicitation will be hereinafter referred to as "Proposer".

**Schedule of events:**

December 6, 2019 - RFP/Bid Released

December 11, 2019 - Deadline to Receive Questions

December 27, 2019 - Responses Due, 10:00 a.m. deadline

January 6, 2020 - Contract Start Date

**Submission of Proposals:** Proposers may mail sealed proposals, to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO BIDDERS page. It is the Proposer's responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Irene Reynolds, [irene.reynolds@ousd.org](mailto:irene.reynolds@ousd.org). Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP/Bid submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

**The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.**

**The SFA will not assume responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time.**

**Proposal Withdrawal:** Proposals may be withdrawn by the Proposer prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful Proposer shall not be relieved of the submitted proposal without the consent of the SFA recourse to Public Contract Code Section 5100 et. seq.

**Correction of Mistakes:** Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time for opening.

**Signatures:** All proposals 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. All signatures must be original.

**Cost of Preparing Proposal:** Proposers are responsible for the costs of preparing and submitting the RFP/Bid. Materials submitted as part of the proposal will become the property of the SFA unless otherwise noted.

**Reservation of Rights:** The SFA expressly reserves the following rights:

1. To reject any and all proposals;
2. To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP/Bid is awarded defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

**Non-Collusion:** By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

**Prices:** Proposers are encouraged to submit the most competitive pricing possible because the SFA will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. Prices should be stated and shown as instructed on the Proposer Pricing Sheet for each item, in the amount of quantity specified. Taxes shall not be included. If during the contract period there should be a decrease in the prices of the items included in the RFP/Bid, a corresponding decrease in prices on the balance of deliveries shall be made to the District for as long as the lower prices are in effect. At no time shall the prices charged the District exceed the prices in the RFP/Bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

**Estimated Usage:** Usage given is estimated based on District use or projected use over approximately six (6) months. These quantities are not guaranteed by the District but are included for information and planning purposes only. The District reserves the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to Selected Proposer.

**Product Specifications:** Manufacturer/brand name and numbers that reflect the level of quality expected may be referenced. The Proposer may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications. The SFA may require samples to determine product acceptance. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products to referenced products without qualification or explanation.

**Samples:** If requested, Provider shall furnish samples free of cost to the District. They are to be sent within seven (7) days to Oakland Unified School District, Nutrition Services, 900 High Street, Oakland, CA 94601. The District reserves the right to reject the RFP of any Proposer failing to submit samples as requested. Samples must be plainly marked with name of responder and RFP/Bid#. The District shall be the sole judge of whether a product meets or exceeds product specifications.

**Delivery/Freight On Board (FOB) Destination Pricing:** Time and manner of delivery are essential factors in proper performance under the contract. **Proposer must quote prices FOB Destination to the delivery location(s) designated by the District for all transactions under the contract. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges.** 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 RFP/Bid document, the vendor shall be responsible for all associated costs. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by an invoice.

**Experience and Service:** Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract. Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, food service director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal/Bid for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing agreement or contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

**Method of Award:** Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score based on the criteria set forth in this solicitation. Winning Proposer will be herein referred to as the "Selected Vendor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

**RFP/Bid Protest Procedures:** If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the District's Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

**Debarment and Suspension:** To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, and declared non responsive.

**Risk of Loss:** The Selected Vendor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Vendor or held by the Selected Vendor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Vendor until redelivery thereof to the SFA.

**Insurance:** The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outline the minimum insurance requirements and other required documentation:

- a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- b. Workers' Compensation Insurance in such amounts as required by law
- c. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming Oakland Unified School District as additionally insured by separate endorsement.

**Hazardous Material:** The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

**"Buy American" Provision:** Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

**Force Majeure Clause:** The parties to the order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

**Hold Harmless Clause:** The awarded vendor shall hold harmless and indemnify the SFA/School District, its officers, and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.
- b. Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing of the use of any copyrighted or uncopyrighted composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

**Food Recall:** Food/beverage suppliers shall be expected to comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

**Food Safety:** Food/beverage vendors shall be expected to comply with all federal, state, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided. Vendor will define their food safety policy and procedures on a separate document to be submitted along with the Proposal.

**Equal Opportunity Employer / Federal Non-Discrimination Statement:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:  
(1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;  
(2) fax: (202) 690-7442; or  
(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**Proposer Agreement:** Oakland Unified School District will sign the proposal of the selected vendor which will serve as the awarded contract. The contract will include all terms and conditions as described in this RFP/Bid, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Vendor.

**Contract Maintenance:** The SFA will monitor the awarded contract for vendor compliance of the contract and communicate with the Selected Vendor if/when necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, or other selected issues.

**Contract Modification:** The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by the SFA.

**Contract Term:** The initial awarded contract period shall be January 6, 2020 to June 30, 2020. This awarded contract may be renewed under the same prices, terms, and conditions for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial 6 months:	January 6, 2020 to June 30, 2020
Option Year 1:	July 1, 2020 to June 30, 2021
Option Year 2:	July 1, 2021 to June 30, 2022

**Vendor Performance and Evaluation:** The SFA will evaluate the Selected Vendor's performance status and product quality. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Vendor performance.

**Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

**Termination for Convenience or Non-Performance:** The SFA may terminate the awarded contract prior to the expiration of the term for vendor non-performance or without cause and without penalty, upon thirty (30) days' written notice to the Selected Vendor. The SFA reserves the right to immediately cancel the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, or the quality of services are seriously affected.

**Invoices and Payments:** Invoices are to be provided upon delivery of materials or services performed. Quantities, item descriptions, unit prices, date and delivery site name must be on all invoices. Payment terms shall be net sixty (60) days. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

The vendor shall issue credits for products that do not meet the District's standards such as:

- Product shortage upon delivery
- Product quality
- Food Safety and/or Sanitation

- Specifications set forth in this RFP/Bid

**Discount for Prompt Payment:** Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

**Product Substitution/Manufacturer's Brand Change/Product Reformulation:** The Selected Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by the District. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by the District for approval prior to further shipment. The District shall be the sole judge of whether the product(s) are acceptable.

**Quantity and Quality of Materials and Services:** The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Proposer and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

**Outside of the Nutrition Services Department:** The Selected Vendor is prohibited from selling or providing items to District schools outside of this contract without the written consent of the Nutrition Services Department. The Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

**Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, State, and Federal representatives and auditors in accordance with Federal regulations. Selected Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

**Award Criteria:**

The District intends to award to the responsible Proposer whose proposal is most advantageous to the District's program(s) with price and other factors considered.

<b>Criteria</b>	<b>Points</b>
Pricing	25
Customer Service, Satisfaction and Previous Performance	20
Delivery System	20
Food Safety	15
Ordering System and Reports	10
Local Sourcing	10
<b>Total Points</b>	<b>100</b>

Proposers will be considered responsible if they score 80 or more total points. The award will go to the responsible Proposer with the highest criteria score.

## RFP/BID RESPONSE PACKET REQUIREMENTS

**RFP/Bid Requirements:** The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

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1) Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: PROPOSER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NON COLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT H: REFERENCES FORM
- ATTACHMENT I: FOOD SAFETY PROCEDURES
- ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS
- ATTACHMENT K: PROPOSER PRICING SHEET

2) Proposals must be delivered no later than **Friday, December 27, 2019, 10:00 a.m.**

- Proposals must be delivered in a **sealed envelope** and identified with the **RFP/Bid #19-01**. Emailed or faxed RFP's will not be accepted.

**Deliver proposals to the following location:**

Oakland Unified School District  
Nutrition Services Department  
Attention: Irene Reynolds, Executive Director  
900 High Street  
Oakland, CA 94601

**ATTACHMENT A: PROPOSER CHECKLIST**  
**Oakland Unified School District**  
**Request for Proposal No. 19-01**

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document
<input type="checkbox"/>		<b>Attachment A:</b> Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials
<input type="checkbox"/>		<b>Attachment B:</b> Vendor Contact Information Return completed hard copy
<input type="checkbox"/>		<b>Attachment C:</b> Non Collusion Affidavit Return completed hard copy with original signature
<input type="checkbox"/>		<b>Attachment D:</b> Suspension and Debarment Certification Return completed hard copy with original signature
<input type="checkbox"/>		<b>Attachment E:</b> Certification Regarding Lobbying Return completed hard copy with original signature
<input type="checkbox"/>		<b>Attachment F:</b> Disclosure of Lobbying Activities Return completed hard copy with original signature
<input type="checkbox"/>		<b>Attachment G:</b> Buy American Certification Form Return completed hard copy with original signature
<input type="checkbox"/>		<b>Attachment H:</b> References Form Return completed hardcopy
<input type="checkbox"/>		<b>Attachment I:</b> Food Safety Plan/Procedures Return completed hard copy
<input type="checkbox"/>		<b>Attachment J:</b> Product Specifications and Conditions Return completed hard copy with original signature

<input type="checkbox"/>	<b>Attachment K: Proposer Pricing Sheet</b> Return completed hard copy with original signature
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**ATTACHMENT B: VENDOR CONTACT INFORMATION**

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

**LEGAL NAME OF BUSINESS:** \_\_\_\_\_  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

**ADDRESS OF BUSINESS**  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PAY OR REMIT ADDRESS**  
**LEGAL NAME OF BUSINESS:** \_\_\_\_\_  
**STREET ADDRESS:** \_\_\_\_\_  
**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**TOLL FREE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_  
**BUSINESS FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_  
 (SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

**ACCOUNT MANAGER:** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**CUSTOMER SERVICE REPRESENTATIVE:** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**BILLING QUESTIONS CONTACT PERSON:** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**FAX NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS:** \_\_\_\_\_  
**TELEPHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_  
**CELL PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_

FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ATTACHMENT C: NON COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL**

(Public Contract Code Section 7106)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says  
(name)  
that he or she is \_\_\_\_\_ of  
(position title)  
\_\_\_\_\_  
(the proposer)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
(Person signing for proposer)

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**ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION**

**U. S. DEPARTMENT OF AGRICULTURE**

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 bid 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.)

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

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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)

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.

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 Unified School District 612500

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Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

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Printed Name Title

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Signature Date

DO NOT SUBMIT THIS FORM TO THE CDE. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

## **INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)**

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 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.

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, 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:
Oakland Unified School District		612500
Address of School Food Authority:		
900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official:	Signature:	Date:
Irene Reynolds, Executive Director		

OR

Name of Food Service Management or Food Service Consulting Company:		
N/A		
Printed Name and Title:	Signature:	Date:
N/A		

**ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b>  a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known:  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>7. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i>	
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.	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	



**ATTACHMENT H: REFERENCES FORM**

**References**

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:



## ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

**Product Specifications and Conditions:** All milk products shall be Grade A, produced in California conforming with California Agriculture Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

**General Information:** All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

**Pricing:** Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.

**Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change.** Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

**Ordering:** The District prefers to place orders online and receive an email confirmation, however, some sites will need to place orders manually with the delivery driver, in this case a written copy of the order must be left with the person in charge at the site. The District reserves the right to add, remove or delete product based on school needs. Only vendors with no minimum order requirements will be considered for award.

**Substitutions:** Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

**Delivery:** The District reserves the right 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 approximately 83 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. 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. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Oakland Unified School District School and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy rust free baskets/crates.
4. Milk shall be delivered between 35° and 38° degrees Fahrenheit.
5. Milk delivered shall have a fourteen day code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. The delivery driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.
7. Milk crates will be stacked no higher than five crates high inside school walk-in refrigerators.
8. Delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
9. All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

**Table A – Oakland Unified School District School and Delivery List**

School Name	School Type	Address
Arroyo Viejo CDC	ECE	1895 - 78th Ave. 94621
Burbank State PreK	ECE	3550 - 64th Avenue 94605
Centro Infantil CDC	ECE	2660 East 16h Street 94601
Harriet Tubman CDC	ECE	800 - 33rd Street 94608
Highland CDC	ECE	1322 - 86th Avenue 94621
International CDC	ECE	2825 International Blvd 94601
Jefferson CDC	ECE	1975 - 40th Avenue 94601
Laurel CDC	ECE	3825 California Street 94619
Lockwood CDC	ECE	1125 - 69th Avenue 94621
Manzanita CDC	ECE	2618 Grande Vista Ave. 94601
United Nation CDC	ECE	1025 - 4th Ave. 94606
Yuk Yau CDC	ECE	291 - 10th Street 94607
ACORN WOODLAND ELEMENTARY / ENCOMPASS ACADEMY	Elementary School	1025 81st Avenue, 94621
ALLENDALE ELEMENTARY SCHOOL	Elementary School	3670 Penniman Avenue, 94619
BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606
BRIDGES ACADEMY	Elementary	1325 53rd Avenue , 94601

	School	
BROOKFIELD ELEMENTARY SCHOOL	Elementary School	401 Jones Avenue, 94603
BURCKHALTER ELEMENTARY SCHOOL	Elementary School	3994 Burckhalter Avenue, 94605
CARL B. MUNCK ELEMENTARY SCHOOL	Elementary School	11900 Campus Drive, 94619
CHABOT ELEMENTARY SCHOOL	Elementary School	6686 Chabot Road, 94618
CLEVELAND ELEMENTARY SCHOOL	Elementary School	745 Cleveland Street, 94606
EAST OAKLAND PRIDE ELEMENTARY SCHOOL	Elementary School	8000 Birch Street, 94621
EMERSON ELEMENTARY SCHOOL	Elementary School	4803 Lawton Avenue, 94609
ESPERANZA ELEMENTARY / KOREMATSU ACADEMY	Elementary School	10315 E. Street, 94603
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606
FRUITVALE ELEMENTARY SCHOOL	Elementary School	3200 Boston Avenue, 94602
FUTURES ELEMENTARY / COMMUNITY UNITED ELEMENTARY	Elementary School	6701 International Boulevard, 94621
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606
GLENVIEW ELEMENTARY SCHOOL	Elementary School	915 54th St., 94608
GLOBAL FAMILY SCHOOL	Elementary School	2035 40th Avenue, 94601
GRASS VALLEY ELEMENTARY SCHOOL	Elementary School	4720 Dunkirk Avenue, 94605
GREENLEAF ELEMENTARY SCHOOL	Elementary School	6328 East 17th Street, 94621
HOOVER ELEMENTARY SCHOOL	Elementary School	890 Brockhurst Street, 94608
HORACE MANN ELEMENTARY SCHOOL	Elementary School	5222 Ygnacio Avenue, 94601
HOWARD ELEMENTARY SCHOOL	Elementary School	8755 Fontaine Street, 94605
INTERNATIONAL COMMUNITY / THINK	Elementary	2825 International Blvd, 94601

COLLEGE NOW	School	
JOAQUIN MILLER ELEMENTARY SCHOOL	Elementary School	5525 Ascot Drive, 94611
KAISER ELEMENTARY SCHOOL	Elementary School	25 South Hill Court, 94618
LA ESCUELITA ELEMENTARY SCHOOL / METWEST	Elementary School	1050 Second Avenue, 94606
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607
MADISON PARK ACADEMY PRIMARY	Elementary School	470 El Paseo Drive, 94603
MANZANITA COMMUNITY SCHOOL / MANZANITA SEED	Elementary School	2409 East 27th Street, 94601
MARKHAM ELEMENTARY SCHOOL	Elementary School	7220 Krause Avenue, 94605
MARTIN LUTHER KING, JR. ELEMENTARY SCHOOL (PK-5)	Elementary School	960 10th Street, 94607
MELROSE LEADERSHIP ACADEMY TK-5	Elementary School	4730 Fleming Avenue, 94619
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611
NEW HIGHLAND ACADEMY / RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621
PARKER ELEMENTARY SCHOOL	Elementary School	7929 Ney Avenue, 94605
PERALTA ELEMENTARY SCHOOL	Elementary School	460 63rd Street, 94609
PIEDMONT AVENUE ELEMENTARY SCHOOL	Elementary School	4314 Piedmont Avenue, 94611
PRESCOTT ELEMENTARY SCHOOL	Elementary School	920 Campbell Street, 94607
REACH ACADEMY	Elementary School	9845 Bancroft Ave. 94603
REDWOOD HEIGHTS ELEMENTARY SCHOOL	Elementary School	4401 39th Avenue, 94619
SANKOFA ACADEMY	Elementary School	581 61st Street, 94609
SEQUOIA ELEMENTARY SCHOOL	Elementary	3730 Lincoln Avenue, 94602

	School	
BRET HARTE MIDDLE SCHOOL	Secondary	3700 Coolidge Avenue, 94602
CASTLEMONT HIGH SCHOOL / RUDSDALE NEWCOMER	Secondary	8601 MacArthur Boulevard, 94605
CLAREMONT MIDDLE SCHOOL	Secondary	5750 College Avenue, 94618
COLISEUM COLLEGE PREP ACADEMY	Secondary	1390 66th Avenue, 94621
DEWEY ACADEMY	Secondary	1111 Second Avenue, 94606
EDNA BREWER MIDDLE SCHOOL	Secondary	3748 13th Avenue, 94610
ELMHURST UNITED	Secondary	1800 98th Avenue, 94603
FREMONT HIGH SCHOOL	Secondary	4610 Foothill Boulevard, 94601
FRICK IMPACT ACADEMY	Secondary	2845 64th Avenue, 94605
MADISON PARK ACADEMY SECONDARY	Secondary	400 Capistrano Drive, 94603
MCCLYMONDS HIGH SCHOOL	Secondary	2608 Myrtle Street, 94607
MONTERA MIDDLE SCHOOL	Secondary	5555 Ascot Drive, 94611
OAKLAND HIGH SCHOOL	Secondary	1023 MacArthur Boulevard, 94610
OAKLAND INTERNATIONAL HIGH	Secondary	4521 Webster Street, 94609
OAKLAND TECHNICAL HIGH SCHOOL	Secondary	4351 Broadway, 94611
RALPH J. BUNCHE HIGH SCHOOL	Secondary	1240 18th Street, 94607
ROOSEVELT MIDDLE SCHOOL	Secondary	1926 19th Avenue, 94606
RUDSDALE CONTINUATION / SOJOURNER TRUTH IND STUDY	Secondary	8251 Fontaine Street, 94605
SKYLINE HIGH SCHOOL	Secondary	12250 Skyline Boulevard, 94619
STREET ACADEMY	Secondary	417 29th Street, 94609
UNITED FOR SUCCESS / LIFE ACADEMY	Secondary	2101 35th Avenue, 94601
URBAN PROMISE ACADEMY	Secondary	3031 East 18th Street, 94601
WEST OAKLAND MIDDLE SCHOOL	Secondary	991 14th Street, 94607
WESTLAKE MIDDLE SCHOOL	Secondary	2629 Harrison Street, 94612
COMMUNITY SCHOOL FOR CREATIVE EDUCATION	Grades TK-12	2111 International Blvd, 94606
IMPACT ACADEMY OF ARTS AND TECHNOLOGY	Grades TK-12	2560 Darwin St, Hayward, 94545
KIPP CHARTER SCHOOL	Grades TK-12	991 14th St, 94607

**ATTACHMENT K: PROPOSER PRICING SHEET**

The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District for all transactions.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	6 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Sour Cream	5 lb	150			
Chocolate Milk, FF, Homogenized, No High Fructose Corn Syrup, Paper carton, 50/case	8 oz	205,000			
Milk, 1%, Homogenized, Paper carton, 50/case	8 oz	765,000			
Milk, FF, Homogenized, Paper carton, 50/case	8 oz	115,000			
Milk, 1%, Homogenized, Quart	32 oz	12,000			
Butter, Quarters, Unsalted	16 oz	1,000			

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.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

Oakland Unified School District Signature \_\_\_\_\_ Date \_\_\_\_\_

(If awarding contract)  
OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By: Joshua R. Daniels 1/17/20  
Joshua R. Daniels, General Counsel



December 17, 2019

Irene Reynolds  
Executive Director  
Oakland Unified School District  
900 High Street  
Oakland, CA 94601

RE: RFP/BID #19-01

Dear Ms Reynolds:

Thank you for the opportunity to submit RFP 19-01 to the Oakland Unified School District. Berkeley Farms has been in the dairy industry over 100 years. We deliver America's two favorite milk brands: TruMoo and DairyPure. DairyPure is the leading national brand of wholesome dairy in the US and is backed by our 5-Point Purity Promise.

- No artificial growth hormones
- All milk is tested for antibiotics
- Continually quality tested to ensure purity
- Only from cows fed a healthy diet
- Cold-shipped from our own dairy

Our TruMoo Chocolate milk has NO GMO ingredients and NO High Fructose Corn Syrup.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Karr", written over a horizontal line.

Carlos Karr  
Area Sales Director, Northern California

25500 Clawiter Road, Hayward, CA 94545

**NOTICE TO BIDDERS**

**REQUEST FOR PROPOSAL/BID # 19-01**

The Oakland Unified School District is requesting bids from providers of milk and dairy products to provide service for the District's milk and dairy program.

**Submission Deadline:**

BID's must be received prior to **10:00 A.M., on December 27, 2019.** Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

Oakland Unified School District  
Nutrition Services  
900 High Street  
Oakland, CA 94601  
Attention: Irene Reynolds, Executive Director

BID's received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

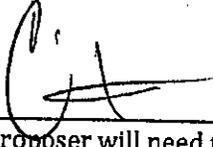
The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Nutrition Services Department, 900 High Street, Oakland, CA 94601.** Refer any questions to: **Irene Reynolds, Executive Director, e-mail: [irene.reynolds@ousd.org](mailto:irene.reynolds@ousd.org).**

Published: December 6, 2019  
December 13, 2019

## RFP/BID RESPONSE PACKET REQUIREMENTS

**RFP/Bid Requirements:** The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.



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1) Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: PROPOSER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NON COLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT H: REFERENCES FORM
- ATTACHMENT I: FOOD SAFETY PROCEDURES
- ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS
- ATTACHMENT K: PROPOSER PRICING SHEET

2) Proposals must be delivered no later than **Friday, December 27, 2019, 10:00 a.m.**

- Proposals must be delivered in a **sealed envelope** and identified with the **RFP/Bid #19-01**. Emailed or faxed RFP's will not be accepted.

**Deliver proposals to the following location:**

Oakland Unified School District  
Nutrition Services Department  
Attention: Irene Reynolds, Executive Director  
900 High Street  
Oakland, CA 94601

**ATTACHMENT A: PROPOSER CHECKLIST**  
**Oakland Unified School District**  
**Request for Proposal No. 19-01**

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document
<input checked="" type="checkbox"/>	CK	<b>Attachment A:</b> Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials
<input checked="" type="checkbox"/>	CK	<b>Attachment B:</b> Vendor Contact Information Return completed hard copy
<input checked="" type="checkbox"/>	CK	<b>Attachment C:</b> Non Collusion Affidavit Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment D:</b> Suspension and Debarment Certification Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment E:</b> Certification Regarding Lobbying Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment F:</b> Disclosure of Lobbying Activities Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment G:</b> Buy American Certification Form Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment H:</b> References Form Return completed hardcopy
<input checked="" type="checkbox"/>	CK	<b>Attachment I:</b> Food Safety Plan/Procedures Return completed hard copy
<input checked="" type="checkbox"/>	CK	<b>Attachment J:</b> Product Specifications and Conditions Return completed hard copy with original signature
<input checked="" type="checkbox"/>	CK	<b>Attachment K:</b> Proposer Pricing Sheet Return completed hard copy with original signature

**ATTACHMENT B: VENDOR CONTACT INFORMATION**

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

**LEGAL NAME OF BUSINESS:** Berkeley Farms LLC  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

**ADDRESS OF BUSINESS**

**STREET ADDRESS:** 25500 Clawiter Road  
**CITY:** Hayward **STATE:** CA **ZIP:** 94545

**PAY OR REMIT ADDRESS**

**LEGAL NAME OF BUSINESS:** Berkeley Farms LLC  
**Address:** PO Box 39000 - Dept 33405  
**CITY:** San Francisco **STATE:** CA **ZIP:** 94139-3405

**TELEPHONE NUMBER:** (510) 265-8634  
**TOLL FREE NUMBER:** (510) 265-8734  
**FAX NUMBER:** (510) 265-8776  
**EMAIL:** BF\_ARREMIT@DEANFOODS.COM  
**BUSINESS FEDERAL IDENTIFICATION NUMBER:** 94-3308965  
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

**ACCOUNT MANAGER:** Gina Salido  
**TELEPHONE NUMBER:** (510) 265-8701  
**CELL PHONE NUMBER:** (510) 359-0108  
**FAX NUMBER:** (510) 265-8776  
**EMAIL:** GINA\_SALIDO@DEANFOODS.COM

**CUSTOMER SERVICE REPRESENTATIVE:** Jessica Simmons  
**TELEPHONE NUMBER:** (510) 265-8710  
**CELL PHONE NUMBER:** (510) 265-8710  
**FAX NUMBER:** (510) 265-8589  
**EMAIL:** BF\_CS@DEANFOODS.COM OR JESSICA\_SIMMONS@DEANFOODS.COM

**BILLING QUESTIONS CONTACT PERSON:** Sharon Cornelius  
**TELEPHONE NUMBER:** (510) 265-8721  
**CELL PHONE NUMBER:** (510) 265-8721  
**FAX NUMBER:** (510) 265-8776  
**EMAIL:** SHARON\_CORNELIUS@DEANFOODS.COM

**EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS:**  
**Contact** Gina Salido  
**TELEPHONE NUMBER:** (510) 265-8710  
**CELL PHONE NUMBER:** (510) 359-0108  
**FAX NUMBER:** (510) 265-8776  
**EMAIL:** GINA\_SALIDO@DEANFOODS.COM

**ATTACHMENT C: NON COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL**

(Public Contract Code Section 7106)

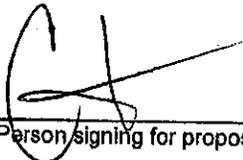
STATE OF CALIFORNIA )

COUNTY OF ALAMEDA )

CARLOS KARR \_\_\_\_\_, being first duly sworn, deposes and says  
(name)  
that he or she is AREA SALES DIRECTOR – NORTHERN CALIFORNIA \_\_\_\_\_ of  
(position title)  
BERKELEY FARMS LLC \_\_\_\_\_,  
(the proposer)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: 12/17/19 \_\_\_\_\_

By  \_\_\_\_\_  
(Person signing for proposer)

**ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION**

**U. S. DEPARTMENT OF AGRICULTURE**

**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 bid 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)

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.

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 Unified School District

612500

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

CARLOS KARR AREA SALES DIRECTOR - NJO CAL  
Printed Name Title

[Signature] 12/18/19  
Signature Date

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

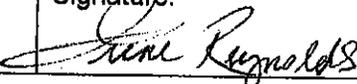
**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**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:	
Oakland Unified School District	612500	
Address of School Food Authority:		
900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official:	Signature:	Date:
Irene Reynolds, Executive Director		12/27/19

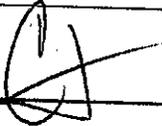
OR

Name of Food Service Management or Food Service Consulting Company:		
N/A		
Printed Name and Title:	Signature:	Date:
N/A		

OR

**ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance <p align="center">NA</p>	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award <p align="center">NA</p>	<b>3. Report Type:</b> a. initial filing b. material change <b>For material change only:</b> Year _____ Quarter _____ Date of last report _____ <p align="center">NA</p>
<b>4. Name and Address of Reporting Entity:</b> _____ Prime _____ Subawardee Tier _____, if Known: <p align="center">NA</p>	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <p align="center">NA</p>	
<b>6. Federal Department/Agency:</b> <p align="center">NA</p>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable: <p align="center">NA</p>	
<b>7. Federal Action Number, if known:</b> <p align="center">NA</p>	<b>9. Award Amount, if known:</b> \$ <p align="center">NA</p>	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): <p align="center">NA</p>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): <p align="center">NA</p>	
<b>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.</b>	<b>Signature:</b>  <hr/> <b>Print Name:</b> <u>Carlos Karr</u> <b>Title:</b> <u>Area Sales Director - Northern California</u> <b>Telephone No.:</b> <u>510-469-0030</u> <b>Date:</b> <u>12/17/19</u>	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	



ATTACHMENT H: REFERENCES FORM

References

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Name of School: Hayward Unified School District  
Address: 24400 Amador Street, Hayward, CA 94544  
Telephone: 510-723-3890 Ext. 28103  
Contact: Janice Jiang  
Start/End Date: 7/1/18 – currently serving

Name of School: Evergreen Unified School District  
Address: PO Box 4400102 – 2828 Corda Drive, San Jose, CA 95122  
Telephone: 408-223-4500  
Contact: Marlene Fischer  
Start/End Date: May 2013 – currently serving

Name of School: Fairfield/Suisun Unified School District  
Address: 2490 Hilborn Rd, Fairfield, CA 94534  
Telephone: 707-399-5144  
Contact: Amanda Rish  
Start/End Date: 2016 – currently serving



# Dean Foods Quality Assurance Policy

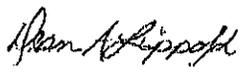
	<b>Section:</b> Management Responsibility	<b>Policy Number:</b>  1.1	Review date : July 1, 2019
	<b>Subject:</b> Policy Statement		Supersedes: May 17, 2018 Issue Date: August 18, 2006 Page : 1 of 1

## DEAN FOODS QUALITY ASSURANCE POLICIES AND PROCEDURES MANUAL POLICY STATEMENT

It is the policy of Dean Foods to comply with all applicable laws and regulations governing the quality, manufacturing, safety, and labeling of food products. The Dean Foods Quality Assurance Policies and Procedures Manual establish the standards, and procedures required for receiving, manufacturing, handling, storage and distribution of Dean Foods' products.

The Dean Foods Quality Assurance Policies and Procedures Program contained in this manual collectively represent the processes necessary to produce consistent high quality products, which meet or exceed Dean Foods and customer expectations. Each facility shall implement the Dean Foods Quality Assurance Policies and Procedures Program to assure that safe, wholesome quality food products are manufactured in a sanitary production environment and delivered with adequate protection to our customers and consumers .

Management is committed to assuring that all employees across Dean Foods understand and execute their individual and collective responsibilities in implementing policies and procedures with particular emphasis on food safety and continuous improvement in product quality.

<b>Approved by:</b> 	<b>July 1, 2019</b>
_____ Dean Foods Vice President Research, Development, and Quality Assurance	_____ Date

# Dean Foods Quality Assurance Policy

	<b>Section:</b> Quality Systems	<b>Policy Number:</b>  2.1
	<b>Subject:</b> Hazard Analysis Critical Control Points (HACCP) Requirements	

**Policy:** Dean Foods facilities shall have written and approved HACCP plans for all products and / or processes. HACCP plans shall be developed in accordance with this policy and regulatory requirements.

**Objective:** To provide a systematic, scientifically based approach in the identification and management of food safety hazards that may pose a significant risk to the consumer.

**References:** DA's Guidance for Industry: Juice HACCP Hazards and Controls Guidance Grade A Pasteurized Milk Ordinance (PMO) Appendix K: HACCP Program 21 Code of Federal Regulations Part 120.3

**Topics:** The Dean Foods Hazard Analysis Critical Control Point (HACCP) Requirements procedure is outlined below followed by detailed instructions:

- I. Definitions
- II. Implementation
- III. Training
- IV. Summary
- V. Forms

Approved by:



Dean Foods Vice President  
Research, Development, and Quality Assurance

July 1, 2019

Date



## Food Safety Programs – General Statement

This is to confirm that Dean Foods has in place systems and programs that ensure the quality and safety of the products manufactured and packaged in their facilities. These programs include but are not limited to:

1. Food Safety Plan/Food Safety Modernization Act Regulatory Requirements (reference: 21 CFR 117)
2. Hazard Analysis of Critical Control Points (reference: 21 CFR 120 HACCP Systems)
3. Good Manufacturing Practices (reference GMP 21 CFR 110 and 21 CFR 117)
4. Good Laboratory Practices (reference: GLP 21 CFR 58)
5. Crises Management (reference: 21 CFR 7, 21 CFR 117)
6. Food Defense
  - a. Food Defense plan that includes but not limited to Management, Physical Security, Employee Security, Computer Systems, Raw Materials and Packaging, Operations, and Packaged Products.
  - b. Dean Foods and its facilities are compliant with Food Safety Modernization Act of 2011 requirement to renew with the FDA all registered Dean Facilities that manufacture, process, pack or hold food for consumption in the United States on a biennial basis.
7. Quality Assurance Program (Includes quality systems, testing procedures, policies, and programs)

Roger Hooi  
Sr. Director Food Safety and Regulatory  
Quality Assurance  
Dean Foods Company  
2711 North Haskell Avenue  
Dallas, Texas 75204  
(214) 721-1101 (office)  
(214) 435-5910 (mobile)

April 25, 2016

	SECTION: <b>Specifications</b>	ISSUE DATE Sep 20, 2019	NUMBER <b>2.2.3</b>
	SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES Sep 17, 2018	PAGE 1 of 2

**Product Description**

Fat Free Chocolate Milk (NO GMO)

**General Requirements**

1. The product shall be manufactured in accordance with Good Manufacturing Practices, 21 CFR, Part No. 110.
  2. The finished product and packaging shall conform in every respect with the provision of the Federal Food, Drug & Cosmetic Act as amended to all applicable state and local regulations.
  3. No changes are permitted without written approval from Dean Foods Company Corporate R&D and Quality Assurance.
- Ingredients:** Nonfat Milk, Liquid Sugar (Sugar, Water), Contains Less Than 1% of Cocoa (Processed With Alkali), Cocoa, Cornstarch, Salt, Carrageenan, Natural Flavors, Vitamin A Palmitate, Vitamin D<sub>3</sub>.
- Allergens:** Milk
- Allergen Statement:** Contains: Milk

**Regulatory Information**

FDA	IMS Plant # 06-407 Stamped on package
Kosher	Star-D

**Physical Attributes**

- Net Weight: (by volume)**
- ½ Pint = 0.473 L
- Packaging:**
- ½ Pint → Paper
- Labels:**
- In compliance with FDA and CDFA labeling regulations
- Code Dating:**
- MM DD, Filler ID → ½ Pint
- Organoleptic:**
- **Flavor:** Clean, pleasing with no off flavor or odor
  - **Color:** Uniform and Chocolate brown.
  - **Appearance:** Homogeneous Chocolate brown colored milk
- 



SECTION: <b>Specifications</b>	ISSUE DATE Sep 20, 2019	NUMBER <b>2.2.3</b>
SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES Sep 17, 2018	PAGE 2 of 2

Chemical & Microbiological Specifications		
	Berkeley Farms Target	California:
<b>Butterfat:</b>	≤ 0.20%	≤ 0.20%
<b>Total Solids:</b>	18.4 % + 0.20	SNF ≥ 9.00%
<b>SPC:</b>	< 15,000 cfu/ml	< 15,000 cfu/ml
<b>Coliform:</b>	≤ 10cfu/ml	≤ 10cfu/ml

Temperature Requirements	
Target Temperature at shipping	1.1 – 5.5°C (34 – 42°F)
CDFA-FDA requirement	< 7.2°C (< 45°F)

Shelf Life	
Shelf-Life	Best By 17 Days from date of production on paper

**Nutritional Information**

Nutrition Facts	
servings per container	
Serving size	1 cup (240mL)
Amount per serving	
<b>Calories</b>	<b>120</b>
	<b>% Daily Value*</b>
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 190mg	8%
Total Carbohydrate 20g	7%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 6g Added Sugars	12%
Protein 9g	18%
Vitamin D 2.5mcg	10%
Calcium 320mg	25%
Iron 0mg	0%
Potassium 450mg	10%
Vitamin A 150mcg	15%
Riboflavin 0.4mg	35%
Folate 12mcg	2%
Vitamin B12 1.3mcg	50%
Phosphorus 248mg	20%

\* 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.

INGREDIENTS: Nonfat milk, liquid sugar (sugar, water), contains less than 1% of cocoa (processed with alkali), cocoa, cornstarch, salt, carrageenan, natural flavors, vitamin A palmitate, vitamin D3.

Contains milk

**Confidentiality:** Information contained within this specification is confidential.

Approved: Leova Cepeda (QA Manager, HACCP Coordinator, SQF Practitioner)

Date: Sep 20, 2019

	SECTION: <b>Specifications</b>	ISSUE DATE <b>March 18, 2019</b>	NUMBER <b>2.2.3</b>
	SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES <b>September 26, 2018</b>	PAGE <b>1 of 2</b>

**Product Description**  
**1% Low fat Milk**

**General Requirements**

1. The product shall be manufactured in accordance with Good Manufacturing Practices, 21 CFR, Part No. 110.
2. The finished product and packaging shall conform in every respect with the provision of the Federal Food, Drug & Cosmetic Act as amended to all applicable state and local regulations.
3. No changes are permitted without written approval from Dean Foods Company Corporate R&D and Quality Assurance.

**Ingredients:** Low fat Milk, Skim Milk, Vitamin A Palmitate, Vitamin D3.

**Allergens:** Milk

**Allergen Statement:** Contains: Milk

**Regulatory Information**

<b>FDA</b>	IMS Plant # 06-407 Stamped on package or Ink jet printed on jugs
<b>Kosher</b>	Star-D

**Physical Attributes**

- Net Weight: (by volume)**
- Gallon = 3.78 L      ½ Gallon = 1.89 L      Pint = 0.946 L
  - ½ Pint = 0.473 L      Quart = 0.946 L
- Packaging:**
- Gallon, Half Gallon, and Quart → Plastic
  - Half Gallon, ½ Pint, Quart → Paper
- Labels:**
- In compliance with FDA and CDFA labeling regulations
- Code Dating:**
- MM DD, Filler ID, and IMS# stamped on the package → On ½ Gallon Paper
  - MM DD, Filler ID → ½ Pint and Quart
  - BEST BY MM/DD/YY IMS# Operator's initial Time (military time) Filler ID → On Plastics
  - BEST BY MM/DD/YY IMS# Operator's initial Time (military time) → Half Gallon Plastic
- Organoleptic:**
- **Flavor:** Clean, pleasing with no off flavor or odor
  - **Color:** Uniform and white.
  - **Appearance:** Homogeneous with no signs of cream layer

	SECTION: <b>Specifications</b>	ISSUE DATE <b>March 18, 2019</b>	NUMBER <b>2.2.3</b>
	SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES <b>September 26, 2018</b>	PAGE <b>2 of 2</b>

Chemical & Microbiological Specifications	
Berkeley Farms Target	California:
<b>Butterfat:</b> 0.9% – 1.1%	0.9% – 1.1%
<b>Solids Nonfat:</b> ≥11.05 %	≥11.05 %
<b>Coliform:</b> ≤ 10cfu/ml	< 10cfu/ml

Temperature Requirements	
Target Temperature at shipping	1.1 – 5.5°C (34 – 42°F)
CDFA-FDA requirement	< 7.2°C (< 45°F)

Shelf Life		
Shelf-Life	Best By	19 Days from date of production on plastic
	Best By	17 Days from date of production on paper

### Nutritional Information

Nutrition Facts	
servings per container	
Serving size	1 cup (240mL)
Amount per serving	
<b>Calories</b>	<b>130</b>
	% Daily Value*
<b>Total Fat 2.5g</b>	<b>3%</b>
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol 15mg</b>	<b>4%</b>
<b>Sodium 160mg</b>	<b>7%</b>
<b>Total Carbohydrate 16g</b>	<b>6%</b>
Dietary Fiber 0g	0%
Total Sugars 15g	
Includes 0g Added Sugars	0%
<b>Protein 10g</b>	<b>20%</b>
<b>Vitamin D 2.5mcg</b>	<b>10%</b>
<b>Calcium 380mg</b>	<b>30%</b>
<b>Iron 0mg</b>	<b>0%</b>
<b>Potassium 510mg</b>	<b>10%</b>
<b>Vitamin A 150mcg</b>	<b>15%</b>

\* 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.

INGREDIENTS: low fat milk, skim milk, Vitamin A Palmitate, Vitamin D3.

Contains: milk

**Confidentiality:** Information contained within this specification is confidential.

Approved: Leova Cepeda (QA Manager, HACCP Coordinator, SQF Practitioner)

Date: March 18, 2019

	SECTION: <b>Specifications</b>	ISSUE DATE <b>March 18, 2019</b>	NUMBER <b>2.2.3</b>
	SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES <b>September 18, 2018</b>	PAGE <b>1 of 2</b>

**Product Description**

**Fat Free Milk**

**General Requirements**

1. The product shall be manufactured in accordance with Good Manufacturing Practices, 21 CFR, Part No. 110.
2. The finished product and packaging shall conform in every respect with the provision of the Federal Food, Drug & Cosmetic Act as amended to all applicable state and local regulations.
3. No changes are permitted without written approval from Dean Foods Company Corporate R&D and Quality Assurance.

**Ingredients:** Nonfat Milk, Vitamin A Palmitate, Vitamin D3.

**Allergens:** Milk

**Allergen Statement:** Contains: Milk

**Regulatory Information**

<b>FDA</b>	IMS Plant # 06-407 Stamped on package or Ink jet printed on jugs
<b>Kosher</b>	Star-D

**Physical Attributes**

**Net Weight: (by volume)**

- Gallon = 3.78 L      ½ Gallon = 1.89 L      Quart = 0.946 L      12oz = 355 mL
- ½ Pint = 0.473 L      1/3 Quart = 0.315 L

**Packaging:**

- Gallon, Half Gallon, Quart, and 12oz → Plastic
- Half Gallon, ½ Pint, 1/3 Quart, Quart → Paper



**Labels:**

- In compliance with FDA and CDFA labeling regulations

**Code Dating:**

- MM DD, Filler ID, and IMS# stamped on the package → On ½ Gallon Paper
- MM DD, Filler ID → ½ Pint, Quart, & 1/3 Quart
- BEST BY MM/DD/YY IMS# Operator's initial Time (military time) Filler ID → On Plastics
- BEST BY MM/DD/YY IMS# Operator's initial Time (military time) → Half Gallon Plastic

**Organoleptic:**

- **Flavor:** Clean, pleasing with no off flavor or odor
- **Color:** Uniform and chocolate brown.
- **Appearance:** Chocolate brown colored milk



SECTION: <b>Specifications</b>	ISSUE DATE March 18, 2019	NUMBER 2.2.3
SUBSECTION: <b>Finished Product Specification</b>	SUPERSEDES September 18, 2018	PAGE 2 of 2

**Chemical & Microbiological Specifications**

		<b>California:</b>
<b>Butterfat:</b>	≤ 0.20%	≤ 0.20%
<b>Solids Nonfat:</b>	≥ 9.05 %	≥ 9.00 %
<b>Coliform:</b>	< 10cfu/ml	< 10cfu/ml

**Temperature Requirements**

Target Temperature at shipping	1.1 – 5.5°C (34 – 42°F)
CDFA-FDA requirement	< 7.2°C (< 45°F)

**Shelf Life**

Shelf-Life	Best By	19 Days from date of production on plastic
	Best By	17 Days from date of production on paper

**Nutritional Information**

**Nutrition Facts**

servings per container  
Serving size **1 cup (240mL)**

---

Amount per serving

**Calories 90**

---

	<b>% Daily Value*</b>
<b>Total Fat 0g</b>	<b>0%</b>
Saturated Fat 0g	0%
Trans Fat 0g	
<b>Cholesterol 6mg</b>	<b>2%</b>
<b>Sodium 135mg</b>	<b>6%</b>
<b>Total Carbohydrate 13g</b>	<b>5%</b>
Dietary Fiber 0g	0%
<b>Total Sugars 12g</b>	
Includes 0g Added Sugars	0%
<b>Protein 9g</b>	
<b>Vitamin D 2.5mcg</b>	<b>10%</b>
<b>Calcium 310mg</b>	<b>25%</b>
Iron 0mg	0%
<b>Potassium 420mg</b>	<b>8%</b>
<b>Vitamin A 150mcg</b>	<b>15%</b>

\* 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.

INGREDIENTS: Nonfat milk, Vitamin A Palmitate, Vitamin D3

Contains: milk

**Confidentiality:** Information contained within this specification is confidential.

Approved: Leoya Cepeda (QA Manager, HACCP Coordinator, SQF Expert)

Date: March 18, 2019

	<b>California Dairies, Inc.</b> <b>Product Technical</b> <b>Reference Sheet</b>	<b>Document No.</b>  <b>TS-10.4.2</b>	<b>Version No.</b> 1G
			Page 1 of 2
<b>Unsalted Butter</b>			<b>Effective Date:</b> 06/30/00 <b>Revised:</b> 05/17/10

### Description

Sweet cream is pasteurized at approximately 185°F (85°C) for not less than 15 seconds or for a time and temperature giving equivalent results such that the cream meets Pasteurized Milk Ordinance and United States Department of Agriculture requirements. Unsalted butter is obtained by removing water and solids non fat by churning pasteurized sweet cream. Unsalted butter is light yellow in color and possesses a sweet, pleasing flavor which is free from rancid, oxidized or other objectionable flavors. Unsalted butter meets all requirements for the grade declared.

### Microbiological Standards

		Method
Standard Plate Count (SPC)	20,000 cfu/ml maximum	Petrfilm
Coliform	10 cfu/ml maximum	Petrfilm
Yeast & Mold	20 cfu/ml maximum	Petrfilm

### Chemical Standards

Fat	80% Minimum	Kohman
Moisture	18.5% Maximum	Kohman

### Physical Standards

Visual Impurities	None
Color	Uniform light yellow

### Sensory Standards

Flavor	Clean, fresh, no rancid or off flavors
Odor	Fresh, no off odors.

### Antibiotics

All raw milk used in the manufacture of products has been screened and tested "Not Found" for drug residues according to the FDA PMO - Appendix "N" (latest revision).

### Packaging

No staples, nails, wire ties or similar devices may be used to close packages.  
Package size and style per customer requirements.  
Retail product produced for frozen storage is to be wrapped in heavy wax paper to prevent moisture loss.

### Shelf Life

Refrigerated: 60 days at ≤45°F (7°C).  
Frozen: 90 days frozen at -10°F (-23°C) to -20°F (-29°C) + 60 days refrigerated at ≤45°F (7°C) after thawing.



*This document is uncontrolled when printed. The current and official copy can be found in the online Quality Manual on the Corporate Quality Intranet at:*  
<http://cdlws/corp/qm>

	<b>California Dairies, Inc.</b> <b>Product Technical</b> <b>Reference Sheet</b>	<b>Document No.</b> <b>TS-10.4.2</b>	<b>Version No.</b> <b>1G</b>
			<b>Page 2 of 2</b>
<b>Unsalted Butter</b>			<b>Effective Date:</b> <b>06/30/00</b> <b>Revised:</b> <b>05/17/10</b>

Appropriately packaged bulk butter may be stored frozen for up to 12 months + 60 days refrigerated.

Store away from highly aromatic food products under controlled humidity (80-85%) conditions.

**Shipping**

Shipping per customer requirements

**Table of Revisions**

Revision	Description of Revision	Date	Approvals
I	Initial Release	06/30/00	XXX
IA	Revise Product Name	06/23/01	XXX
IB	Revise shelf life	03/23/04	XXX
IC	Revise moisture standard	01/30/06	XXX
ID	Remove color statement	03/08/06	XXX
IE	Add Celsius temperatures, remove pathogen references, reformat	03/31/09	XXX
IF	Add antibiotic statement, correct temperatures, increase moisture	04/28/09	XXX
IG	Removed cultured butter references	05/17/10	<i>Dean J. Jorndy</i>

*This document is uncontrolled when printed. The current and official copy can be found in the online Quality Manual on the Corporate Quality Intranet at:*  
<http://cdlwws/corp/am>

# Saputo

Dairy Foods USA

<b>Cultured Sour Cream - Natural</b>			<b>UBC</b> 300155	<b>Formula</b> 4018	<b>Revision</b> 00
<b>Date</b> 11/5/2009	<b>Formula &amp; Effective Date</b> 4018: 11/05/09	<b>Product Type</b> Cultured	<b>Flavor Type</b> None	<b>Kosher</b> K D	
Production Plant: Tulare CA 06-71					

PDP Information: Cultured Sour Cream

IP Information: Grade A, Keep Refrigerated, Do Not Freeze

Package: 8 oz Cup, 16 oz Cup, 24 oz Cup, 32 oz Cup, 3 lb Tub, 5 lb, Tub, 32 lb Tub

8 oz (226 g), 16 oz (1 lb) 453g, 24 oz (1.5 lb) 680g, 32 oz (2 lb) 907g, 3 lb (1.36 kg), 5 lb (2.26 kg),

Net Fill Declaration: 32 lb (14.5 kg)

Optional Claims	Location	
	IP	PDP
Natural	X	X
Made from milk from cows not treated with rbST. No significant difference has been shown between milk derived from rbST-treated and non-rbST treated cows.	X	X
Real California Milk Seal	X	X

Nutrition Facts	
Serving Size: 2 tbsp. (30 g)	
Servings per container: about 7/8 oz, about 15/16 oz, about 22/24 oz, about 30/32 oz, about 45/3 lb, about 75/ 5 lb, about 483/32 lb	
Amount Per Serving	
Calories 80	Calories from Fat 50
% Daily Value	
Total Fat 6g	8%
Saturated Fat 3.6g	17%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 1.5g	
Cholesterol 20mg	7%
Sodium 15mg	1%
Potassium 65mg	2%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Sugars 2g	
Protein 1g	
Vitamin A 4%	Vitamin C 0%
Calcium 4%	Iron 0%

Ingredients: Cultured Pasteurized Milk and Cream, Nonfat Milk, Microbial Rennet.  
Contains: Milk

Issued By: A. Shaw	Date 11/9/2009	Reviewed By:	Date:
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Comments:

2711 North Haskell Avenue, Suite 3400 • Dallas, Texas 75204  
Phone 214.303.3400 • Fax 214.303.3837

## ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

**Product Specifications and Conditions:** All milk products shall be Grade A, produced in California conforming with California Agriculture Code, rBST free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

**General Information:** All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of California, Chapter 6, Article 1: Milk Section 560, Dairy Products Section 561. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized and vitamin fortified. All products must conform to the provisions set forth in the Federal, State, county, and city laws for their production, handling, processing, marketing, and labeling.

**Packaging:** Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

**Pricing:** Contract prices awarded as a result of this price request shall remain firm for the contract period. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II and III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.

**Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change.** Any changes in prices must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at the amount of change. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

**Ordering:** The District prefers to place orders online and receive an email confirmation, however, some sites will need to place orders manually with the delivery driver, in this case a written copy of the order must be left with the person in charge at the site. The District reserves the right to add, remove or delete product based on school needs. Only vendors with no minimum order requirements will be considered for award.

**Substitutions:** Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

**Delivery:** The District reserves the right 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 approximately 83 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. 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. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Oakland Unified School District School and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in containers that are clean and in clean vehicles. Containers shall be clean, leak free and delivered in sturdy rust free baskets/crates.
4. Milk shall be delivered between 35° and 38° degrees Fahrenheit.
5. Milk delivered shall have a fourteen day code date indicated on the carton. Bad tasting or sour smelling milk shall be replaced immediately upon notification.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver. The delivery driver will be responsible for rotating milk products at each school site, moving the oldest code date to the front and restacking milk each time a delivery is made.
7. Milk crates will be stacked no higher than five crates high inside school walk-in refrigerators.
8. Delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
9. All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

**Table A – Oakland Unified School District School and Delivery List**

School Name	School Type	Address
Arroyo Viejo CDC	ECE	1895 - 78th Ave. 94621
Burbank State PreK	ECE	3550 - 64th Avenue 94605
Centro Infantil CDC	ECE	2660 East 16h Street 94601
Harriet Tubman CDC	ECE	800 - 33rd Street 94608
Highland CDC	ECE	1322 - 86th Avenue 94621
International CDC	ECE	2825 International Blvd 94601
Jefferson CDC	ECE	1975 - 40th Avenue 94601
Laurel CDC	ECE	3825 California Street 94619
Lockwood CDC	ECE	1125 - 69th Avenue 94621
Manzanita CDC	ECE	2618 Grande Vista Ave. 94601
United Nation CDC	ECE	1025 - 4th Ave. 94606
Yuk Yau CDC	ECE	291 - 10th Street 94607
ACORN WOODLAND ELEMENTARY / ENCOMPASS ACADEMY	Elementary School	1025 81st Avenue, 94621
ALLENDALE ELEMENTARY SCHOOL	Elementary	3670 Penniman Avenue, 94619

	School	
BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606
BRIDGES ACADEMY	Elementary School	1325 53rd Avenue , 94601
BROOKFIELD ELEMENTARY SCHOOL	Elementary School	401 Jones Avenue, 94603
BURCKHALTER ELEMENTARY SCHOOL	Elementary School	3994 Burckhalter Avenue, 94605
CARL B. MUNCK ELEMENTARY SCHOOL	Elementary School	11900 Campus Drive, 94619
CHABOT ELEMENTARY SCHOOL	Elementary School	6686 Chabot Road, 94618
CLEVELAND ELEMENTARY SCHOOL	Elementary School	745 Cleveland Street, 94606
EAST OAKLAND PRIDE ELEMENTARY SCHOOL	Elementary School	8000 Birch Street, 94621
EMERSON ELEMENTARY SCHOOL	Elementary School	4803 Lawton Avenue, 94609
ESPERANZA ELEMENTARY / KOREMATSU ACADEMY	Elementary School	10315 E. Street, 94603
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606
FRUITVALE ELEMENTARY SCHOOL	Elementary School	3200 Boston Avenue, 94602
FUTURES ELEMENTARY / COMMUNITY UNITED ELEMENTARY	Elementary School	6701 International Boulevard, 94621
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606
GLENVIEW ELEMENTARY SCHOOL	Elementary School	915 54th St., 94608
GLOBAL FAMILY SCHOOL	Elementary School	2035 40th Avenue, 94601
GRASS VALLEY ELEMENTARY SCHOOL	Elementary School	4720 Dunkirk Avenue, 94605
GREENLEAF ELEMENTARY SCHOOL	Elementary School	6328 East 17th Street, 94621
HOOVER ELEMENTARY SCHOOL	Elementary School	890 Brockhurst Street, 94608
HORACE MANN ELEMENTARY SCHOOL	Elementary School	5222 Ygnacio Avenue, 94601

HOWARD ELEMENTARY SCHOOL	Elementary School	8755 Fontaine Street, 94605
INTERNATIONAL COMMUNITY / THINK COLLEGE NOW	Elementary School	2825 International Blvd, 94601
JOAQUIN MILLER ELEMENTARY SCHOOL	Elementary School	5525 Ascot Drive, 94611
KAISER ELEMENTARY SCHOOL	Elementary School	25 South Hill Court, 94618
LA ESCUELITA ELEMENTARY SCHOOL / METWEST	Elementary School	1050 Second Avenue, 94606
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607
MADISON PARK ACADEMY PRIMARY	Elementary School	470 El Paseo Drive, 94603
MANZANITA COMMUNITY SCHOOL / MANZANITA SEED	Elementary School	2409 East 27th Street, 94601
MARKHAM ELEMENTARY SCHOOL	Elementary School	7220 Krause Avenue, 94605
MARTIN LUTHER KING, JR. ELEMENTARY SCHOOL (PK-5)	Elementary School	960 10th Street, 94607
MELROSE LEADERSHIP ACADEMY TK-5	Elementary School	4730 Fleming Avenue, 94619
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611
NEW HIGHLAND ACADEMY / RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621
PARKER ELEMENTARY SCHOOL	Elementary School	7929 Ney Avenue, 94605
PERALTA ELEMENTARY SCHOOL	Elementary School	460 63rd Street, 94609
PIEDMONT AVENUE ELEMENTARY SCHOOL	Elementary School	4314 Piedmont Avenue, 94611
PRESCOTT ELEMENTARY SCHOOL	Elementary School	920 Campbell Street, 94607
REACH ACADEMY	Elementary School	9845 Bancroft Ave. 94603
REDWOOD HEIGHTS ELEMENTARY SCHOOL	Elementary School	4401 39th Avenue, 94619
SANKOFA ACADEMY	Elementary	581 61st Street, 94609

	School	
SEQUOIA ELEMENTARY SCHOOL	Elementary School	3730 Lincoln Avenue, 94602
BRET HARTE MIDDLE SCHOOL	Secondary	3700 Coolidge Avenue, 94602
CASTLEMONT HIGH SCHOOL / RUDSDALE NEWCOMER	Secondary	8601 MacArthur Boulevard, 94605
CLAREMONT MIDDLE SCHOOL	Secondary	5750 College Avenue, 94618
COLISEUM COLLEGE PREP ACADEMY	Secondary	1390 66th Avenue, 94621
DEWEY ACADEMY	Secondary	1111 Second Avenue, 94606
EDNA BREWER MIDDLE SCHOOL	Secondary	3748 13th Avenue, 94610
ELMHURST UNITED	Secondary	1800 98th Avenue, 94603
FREMONT HIGH SCHOOL	Secondary	4610 Foothill Boulevard, 94601
FRICK IMPACT ACADEMY	Secondary	2845 64th Avenue, 94605
MADISON PARK ACADEMY SECONDARY	Secondary	400 Capistrano Drive, 94603
MCCLYMONDS HIGH SCHOOL	Secondary	2608 Myrtle Street, 94607
MONTERA MIDDLE SCHOOL	Secondary	5555 Ascot Drive, 94611
OAKLAND HIGH SCHOOL	Secondary	1023 MacArthur Boulevard, 94610
OAKLAND INTERNATIONAL HIGH	Secondary	4521 Webster Street, 94609
OAKLAND TECHNICAL HIGH SCHOOL	Secondary	4351 Broadway, 94611
RALPH J. BUNCHE HIGH SCHOOL	Secondary	1240 18th Street, 94607
ROOSEVELT MIDDLE SCHOOL	Secondary	1926 19th Avenue, 94606
RUDSDALE CONTINUATION / SOJOURNER TRUTH IND. STUDY	Secondary	8251 Fontaine Street, 94605
SKYLINE HIGH SCHOOL	Secondary	12250 Skyline Boulevard, 94619
STREET ACADEMY	Secondary	417 29th Street, 94609
UNITED FOR SUCCESS / LIFE ACADEMY	Secondary	2101 35th Avenue, 94601
URBAN PROMISE ACADEMY	Secondary	3031 East 18th Street, 94601
WEST OAKLAND MIDDLE SCHOOL	Secondary	991 14th Street, 94607
WESTLAKE MIDDLE SCHOOL	Secondary	2629 Harrison Street, 94612
COMMUNITY SCHOOL FOR CREATIVE EDUCATION	Grades TK- 12	2111 International Blvd, 94606
IMPACT ACADEMY OF ARTS AND TECHNOLOGY	Grades TK- 12	2560 Darwin St, Hayward, 94545
KIPP CHARTER SCHOOL	Grades TK- 12	991 14th St, 94607

**ATTACHMENT K: PROPOSER PRICING SHEET**

The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District for all transactions.

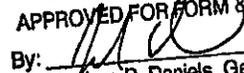
All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	6 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Sour Cream	5 lb	150	11.50	1,725.00	2
Chocolate Milk, FF, Homogenized, No High Fructose Corn Syrup, Paper carton, 50/case	8 oz	205,000	.205	42,025.00	50
Milk, 1%, Homogenized, Paper carton, 50/case	8 oz	765,000	.205	156,825	50
Milk, FF, Homogenized, Paper carton, 50/case	8 oz	115,000	.195	22,425.00	50
Milk, 1%, Homogenized, Quart	32 oz	12,000	1.00	12,000.00	16
Butter, Quarters, Unsalted	16 oz	1,000	2.34	2,340.00	30

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.

Vendor Signature  Date 12/17/19

Oakland Unified School District Signature:  Date 1/8/2020 (If awarding contract)

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By:  1/17/20  
Joshua R. Daniels, General Counsel

\$ 237,340.00

# **SIGNED CONTRACT**



## NUTRITION SERVICES DEPARTMENT

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May 11, 2020

Via Email

Gina Salido  
Berkeley Farms  
25500 Clawiter Road  
Hayward, CA 94545

Re: Termination of RFP/BID #19-01

Dear Gina Salido,

This letter serves to document that, on April 6, 2020, you informed my office that, as of April 30, 2020, Berkeley Farms would be ceasing operations, and would no longer be able to provide the products and services set forth in RFP/BID #19-01. Accordingly, during the May 13, 2020 Board of Education meeting, District staff will recommend that the Board terminate its contract with Berkeley Farms under the "Termination for Convenience or Non-Performance" clause of your bid, with termination to be effective as of April 30, 2020.

Please contact me with any questions.

Sincerely,

*Irene Reynolds*

Signed electronically

Irene Reynolds  
Executive Director Nutrition Services  
Oakland Unified School District