

File ID Number	13-2814
Introduction Date	12-11-13
Enactment Number	13-2568
Enactment Date	12/11/13 OA

Memo

To Board of Education

From Gary Yee, Ph.D., Acting Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations
Jennifer LeBarre, Director of Nutrition Services

Board Meeting Date December 11, 2013

Subject First Optional Extension of Award of Bid – Dairy Products and Fruit Juice

Action Requested Approval by the Board of Education of Resolution No. 1314-0063 - First Optional Extension of Award of Bid – Dairy Products and Fruit Juice – for an estimated award of \$275,000.00 to Apple & Eve of New York, NY and \$640,000.00 to Foster Farms (Crystal Creamery) of Modesto CA, as authorized by Resolution No. 1213-0038 adopted on October 24, 2012 awarding Bid No.12-13/02 **Dairy Product and Fruit Juice**, to be used at elementary, middle, and high schools district-wide to the aforementioned vendors, respectively.

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

Discussion The District is satisfied with vendor’s services since they participated in the bidding process and won the bid one year ago.

Fiscal Impact Extension of the contract will result in monetary savings in Dairy Products and Fruit Juices.

Recommendation

Approval by the Board of Education of Resolution No. 1314-0063 - First Optional Extension of Award of Bid – Dairy Products and Fruit Juice – for an estimated award of \$275,000.00 to Apple & Eve of New York, NY and \$640,000.00 to Foster Farms (Crystal Creamery) of Modesto CA, as authorized by Resolution No. 1213-0038 adopted on October 24, 2012 awarding Bid No.12-13/02 **Dairy Product and Fruit Juice**, to be used at elementary, middle, and high schools district-wide to the aforementioned vendors, respectively.

Attachments

- Resolution No. 1314-0063
- Board Memo, Resolution No. 1213-0038, adopted October 24, 2012, Bid No. 12-13/02

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1314-0063**

First Optional Extension of Award of Bid – Dairy Products and Fruit Juice

WHEREAS, the Board of Education of the Oakland Unified School District of Alameda County, heretofore adopted Resolution No. 1213-0038 on October 24, 2012 awarding Bid No.12-13/02 **Dairy Product and Fruit Juice**, to be used at elementary, middle, and high schools district-wide to Apple and Eve and Foster Farms (Crystal) Dairy, respectively, with two one year optional renewals; and

WHEREAS, the Nutrition Services Department of the District has forwarded to the Board of Education, Staff's recommendation that it is financially advantageous to the District that the bid award be extended for one year –first optional, as permitted by Education Code 17596,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education accepts the recommendation of staff, and approves first bid award optional extension for Dairy Products and Fruit Juice with Apple & Eve of New York, NY for \$275,000.00 and Foster Farms (Crystal Creamery), Modesto CA for \$640,000.00, respectively; and

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Operation Officer of Procurement is hereby authorized and directed to issue a purchase order to said vendors for the first optional renewal of said bid award.

Passed by the following vote:

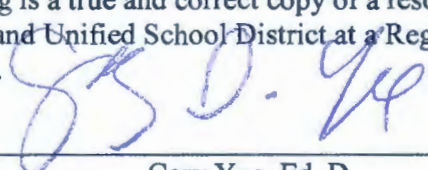
AYES: Jody London, James Harris, Anne Washington Campbell, Roseann Torres, Vice President Jumoke Hinton Hodge, President David Kakishiba

NOES: None

ABSTAINED: None

ABSENT: Christopher Dobbins

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Oakland Unified School District at a Regular Meeting held December 11, 2013 at Oakland, CA.



Gary Yee, Ed. D.
Secretary, Board of Education
Oakland Unified School District

File ID Number: 13-2814
Introduction Date: 12/11/13
Enactment Number: 13-2568
Enactment Date: 12/11/13
By: OA

Board Office Use: Legislative File Info.	
File ID Number	12-2732
Introduction Date	10-24-12
Enactment Number	12-2662
Enactment Date	10/24/12



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Tony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent, Business & Operations
Jennifer Le Barre, Director of Nutrition Services

Board Meeting Date October 24, 2012

Subject **Award of Bid – Dairy Products and Fruit Juice**

Action Requested Approval by the Board of Education of Resolution No. 1213-0038 - **Award of Bid – Dairy Products and Fruit Juice - BID NO. 12-13/-02** to Apple and Eve for \$317,250.00 for Shelf Stable Juice and Foster Farms (Crystal) Dairy for \$361,103.75 for Dairy and Juice Products, respectively, as the lowest, responsive, responsible bidders, for one year commencing November 1, 2012, with two one year optional renewals upon further approval by the Board.

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

Discussion The District contacted (4) prospective vendors to participate in the bidding process all the vendors responded. Other vendors showed interest in the bidding process but could not meet the service requirement of site to site delivery.

Fiscal Impact Award of the bid will result in monetary savings in Dairy Products and Fruit Juice.



Recommendation

approval by the Board of Education of Resolution No. 1213-0038 - **Award of Bid Products and Fruit Juice** - BID NO. 12-13/-02 to Apple and Eve for \$317,250.00 Shelf Stable Juice and Foster Farms (Crystal) Dairy for \$361,103.75 for Dairy and Products, respectively, as the lowest, responsive, responsible bidders, for one year commencing November 1, 2012, with two one year optional renewals upon further approval by the Board.

Attachments

- Resolution 1213-0038
- Request for Bid Results
- Request for Bid Proposal Bid #12-13/2

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1213-0038**

Award of Bid – Dairy Products and Fruit Juice

WHEREAS, the Board of Education of the Oakland Unified School District of Alameda County, heretofore authorized advertisement for sealed bids, **Bid No.12-13/02 Dairy Products and Fruit Juice**, to be served in elementary, middle and high schools, District wide in said District;

WHEREAS, The Nutrition Services Department of the District did on October 5, 2012 receive and open bids in response to said advertisement,

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the recommendation of staff, rejects all other bids, and does make award for Dairy Products and Fruit Juice to Apple and Eve for \$317,250.00 for Shelf Stable Juice and Foster Farms (Crystal) Dairy for \$361,103.75 for Dairy and Juice Products, respectively, as the lowest, responsive, responsible bidders, for one year commencing November 1, 2012, with two one year optional renewals upon further approval by the Board; and

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Director, Procurement and Distribution, is hereby authorized and directed to issue a Purchase Order to Apple and Eve and Foster Farms (Crystal) Dairy, respectively, for said items for the one year term of the bid award.

Passed by the following vote:

AYES: David Kakishiba, Noel Gallo, Alice Spearman, Christopher Dobbins, President Jody London

NOES: None

ABSTENTIONS: None

ABSENCES: Gary Yee, Vice President Jumoke Hinton-Hodge

I certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Oakland Unified School District at a Regular Meeting held October 24, 2012 at Oakland, CA.



Edgar Rakestraw

Secretary, Board of Education
Oakland Unified School District

File ID Number: 12-2732
Introduction Date: 10/24/12
Enactment Number: 12-2662
Enactment Date: 10/24/12
By: [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT

**Resolution No.1213-0038, Request for Bids for
Dairy Products and Fruit Juice. Price quotes were sent to four
(4) Vendors and all responded as follows:**

Apple & Eve Award
Port Washington, NY. **\$317,250.00**
(Shelf Stable Juice)

Foster Farms (Crystal) Dairy Award
Modesto, Ca. **\$361,103.75**
(Dairy & Juice Products)

Berkeley Farms No Award
Hayward, Ca. **\$470,195.27**
(Dairy & Juice Products)

Sysco Food San Francisco No Award
Fremont, Ca. **\$726,784.52**
(Dairy, Juice Products & Shelf Stable Juice)

It is recommended that the award be made as indicated.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

900 High Street
Oakland, California 94601

REQUEST FOR BID PROPOSAL

BID #12-13/2
DAIRY PRODUCTS AND FRUIT JUICE
K-12 SCHOOLS

Advertising Dates: September 19, 2012; September 26, 2012

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

DATE : September 19, 2012
SUBJECT : Request for Pricing
FOR : Dairy Products and Fruit Juice K-12 Schools

Bid Opening Date: October 5, 2012 Time: 2:00 p.m.

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

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

If further information is desired call the Child Nutrition Services at (510) 434-2253

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and process herein quoted. Bid is subject to cash discount of _____% _____ days.	
FIRM NAME:	_____
SIGNED BY:	_____
(Manual signature – unsigned bids will be rejected)	
TITLE:	_____
ADDRESS:	_____

PHONE NO.:	_____ FAX NO.:

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your bid.

Oakland Unified School District

INSTRUCTIONS AND CONDITIONS – BID NUMBER 12-13/02

1. PREPARATION OF BIDS

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

2. ERRORS AND CORRECTIONS

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

3. SUBSTITUTIONS

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

4. SALES TAX

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

5. FAILURE TO BID

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

6. ACCEPTANCE OF BIDS

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

7. PATENTS, ETC.

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

8. FAILURE TO FULFILL CONTRACT

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

9. BID SIGNATURES

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

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

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

11. REQUIRED DELIVERY DATES (RDD)

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

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

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

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

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

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

The *mandatory* 20% requirement is waived.

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

13.PAYMENT

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

14.HOLD HARMLESS

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

15.AWARD OF BID

Award of this bid shall be made on an "all or none" basis to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

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

16.PRICING – TERMS OF CONTRACT

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

17.MULTI-YEAR EXTENSIONS

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

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

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

19.PIGGYBACK CLAUSE

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

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

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

Piggyback option granted _____
(Please initial)

Piggyback option not granted _____
Exclusions:

20.DOMESTIC ORIGIN

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

Specifications and/or bid sheets are attached

SPECIFICATIONS

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

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

SPECIAL CONDITIONS FOR DAIRY PRODUCTS AND FRUIT JUICE:

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

4. Period of this contract will one year from Board approval. Multi year extensions may be negotiated per paragraph 16 and 17 of Instruction and Conditions.
5. Delivered prices are to be quoted – no extra charges will be accepted. Prices changes due to production costs will be allowed only as set forth in paragraph 16 of Instructions and Conditions. The District reserves the right to recheck price changes with other companies and purchase from the company that best serves the needs of the School District.
6. Quantities indicated are intended as a guide only and the District is not obligated to purchase exact amounts shown.
7. Vendors may be requested to submit samples to determine quality and acceptability. Awards may not be made if requested samples are not supplied.
8. Packaging and Brand must be indicated where different from that specified. The District shall be the sole judge on determining whether an item bid is equal to that specified.
9. The District reserves the right to award similar items as a group(s), for example, if it is to the advantage of the District and Vendors to have like items delivered by one vendor.
10. All products shall confirm to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items or issue credit to the District.
11. Price quotes shall be based on requirements as outlines on attachment (1).
12. Orders will be made by Child Nutrition Services staff employees directly to the successful bidder.
13. Orders will be delivered to all school sites and Nutrition Services Center between the hours of 5:00 a.m. and 12:30 a.m. Successful bidder shall provide District with delivery schedule by route by day. School sites shall be delivered at least twice a week unless other arrangements are agreed upon in writing.
14. The successful bidder shall leave a receiving ticket for each school at the time of delivery.

15. Separate statements for each school must be sent each month to:

Oakland Unified School District
Accounts Payable Department Rm. 115C
1025 2nd Ave.
Oakland, CA. 94606

END OF SPECIAL CONDITIONS

PRICE QUOTE REQUIREMENTS

Prices shall be firm through December, 2012. For fluid milk, the price may fluctuate by the amount specified for the type of milk from the CDFA *Milk Pricing Newsletter* for the period stated. The dairy is expected to pass along both *increases and decreases* as specified by this report. The price is to be based on the September, 2012 pricelist. Any price increase greater than that covered under the *pricing Newsletter* must be submitted in writing at least thirty calendar day notice. The notice is to include the reason for change. In such a case District may cancel the contract with the dairy.

Deliveries shall be made in clean crates during a scheduled delivery window. Prior to the first day of service, the distributor is to provide District with a delivery schedule.

Deliveries shall be made every other day to each school as needed. Delivery driver shall rotate milk stock placing the fresher milk behind or under previously delivered milk.

Product is to be received at the school before 11:30 a.m.

Delivery driver is responsible for returning all foods moved out of the refrigerator for the purpose of making a delivery. The District shall bill distributor for any food left unrefrigerated by the delivery driver.

Refrigerated foods shall be received by District at a temperature of 38°-40°, frozen foods below 32°F.

An itemized delivery tag, specifying the amount of each food delivered, shall be left at the time of delivery.

Delivery driver shall base orders on a "build-to" basis unless otherwise notified by the kitchen operator to leave a different specified amount.

In case of non-delivery, short delivery or delivery where item provided is rejected, distributor shall return within two hours of contact by District, with milk, or specified food, to make the delivery whole.

The distributors will pick up and credit the District for any food items not delivered, leakers, short-coded items(s), or products that are otherwise deemed unsatisfactory by the District.

The District will work with the distributor or to estimate quantities of milk needed just prior to recess periods. The distributor shall credit back to the District for all excess milk not served.

Milk shall have a pull date of at least seven days from delivery date. Milk shall be packaged in paper cartons in crates of fifty. 4 oz juices may be packed in crates of 75.

The distributor or the District may terminate the contract for cause with a thirty day written notification. Attachment (1)

The District serves approximately 8000 breakfast, 21,500 lunches, 8000 snacks, and 2500 suppers daily. Breakfast includes 4oz juice and 1% white milk; lunch and supper 1% white milk and snack, 1% milk or 6oz. fruit juice.

Attachment (1)

**OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR QUOTATION
Dairy Products and Fruit Juice**

<u>MILK</u>	YEARLY USAGE EA.	EA. CARTON
1/2 Pint, Non-Fat, Gable Top Carton	6500	\$ _____
1/2 Pint, White (1% Butterfat), Gable Top Carton	1,000,000	\$ _____
1/2 Pint, Chocolate (Non-fat), Gable Top Carton	250,000	\$ _____
1/2 Gallon, White Low-Fat	250	\$ _____
<u>DAIRY AND JUICE PRODUCTS</u>		
5# Sour Cream	225	\$ _____
100% Juice		\$ _____
48/4 oz (Orange)	300,000	\$ _____
48/4 oz (Apple)	275,000	\$ _____
Shelf stable 36/6oz (Berry)		\$ _____
Shelf Stable 36/6oz (Apple)		\$ _____
Shelf Stable 36/6oz (orange)		\$ _____
Shelf Stable 36/6oz(Fruit Punch)	1,250,000	\$ _____
_____/8 oz. Yogurt, Asst. Flavors (Brand: _____)	13000	\$ _____

Total Bid Amount: _____

Signature

Date

NOTICE OF BID

Notice is hereby given that the Board of Education Oakland Unified School District, Oakland, CA (Alameda County), will receive BID Number 12-13/02 for the purchase of the following:

DAIRY PRODUCTS AND FRUIT JUICE

Sealed proposals must be delivered to the Oakland Unified School District, Procurement Department, 900 High Street, Oakland, CA 94601 **October 5, 2012 no later than 2:00p.m.**

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

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

Jennifer LeBarre
Director

DAIRY & DAIRY RELATED PRODUCTS/ FRUIT JUICE
Bid No. 12-13/02

DELIVERY LOCATIONS

HIGH SCHOOLS

Castlemont High School
Fremont High School
Dewey Academy
McClymonds High school
Oakland High
Oakland International
Oakland Technical
Ralph Bunch High School
Skyline

8601 MacArthur Blvd.
4610 Foothill Blvd.
1111 Second Ave.
2607 Myrtle Street
1023 MacArthur Blvd.
4521 Webster St.
4351 Broadway
1240 18th Street
12250 Skyline Blvd.

MIDDLE SCHOOLS

Alliance Academy @ Elmhurst
Bret Harte
Edna Brewer
Claremont
Coliseum College Prep
Explore College Prep
Frick
Madison
Montera
Melrose Leadership @ Sherman
Roosevelt
United For Success
Urban Promise Academy
Westlake
West Oakland Middle School

1800 98th Avenue
3700 Coolidge Avenue
3748 13th Avenue
5750 College Avenue
1390 66th Avenue
3550 64th Avenue
2845 64th Avenue
400 Capistrano Drive
5555 Ascot Drive
5328 Brann Street
1926 19th Avenue
2101 35th Avenue
3031 East 18th Street
2629 Harrison Street
991 14th Street

ELEMENTARY SCHOOLS

Acorn Woodland
Allendale
Bella Vista
Bridges Academy
Brookfield
Burckhalter

1025 81st Avenue
3670 Penniman Avenue
1025 East 28th Street
1325 53rd Avenue
401 Jones Avenue
3994 Burckhalter Avenue

Carl Munck
Chabot
Cleveland
Crocker Highlands
Emerson
Esperanza
Franklin
Fruitvale
Garfield
Glenview
Global Family
Grass Valley
GreenLeaf
Hillcrest
Hoover
Horace Mann
Howard
International Community
Joaquin Miller
Kaiser
La Escuelita
Lafayette
Laurel
Lincoln
Lockwood
Manzanita Community
Markham
Martin Luther King Jr.
Maxwell Park
Montclair
New Highland Academy
Parker
Peralta
Piedmont
Place @ Prescott
Reach Academy
Redwood Heights
Sankofa
Sequoia
Sobrante Park
Thornhill
Webster Academy

11900 Campus Drive
6686 Chabot Road
745 Cleveland Street
525 Midcrest Road
4803 Lawton Avenue
10315 E Street
915 Foothill Blvd.
3200 Boston Avenue
1640 22nd Avenue
4215 La Cresta Avenue
2035 40th Avenue
4720 Dunkirk Avenue
6328 East 17th Avenue
30 Marquette Drive
890 Brockhurst Street
5222 Ygnacio Avenue
8755 Fontaine street
2825 International Blvd.
5525 Ascot Drive
25 South Hill Court
1050 2nd Avenue
1700 Market Street
3750 Brown Avenue
225 11th Street
6701 International blvd.
2409 East 27th Street
7220 Krause Avenue
960 10th Street
4730 Fleming Avenue
1757 Mountain Blvd.
8521 A Street
7929 Ney Avenue
460 63rd Street
4314 Piedmont Avenue
920 Campbell Street
9860 Sunnyside Street
4401 39th Avenue
581 61st Street
3730 Lincoln Avenue
470 El Paseo Drive
5880 Thornhill Drive
8000 Birch Street