

Board Office Use: Legislative File Info.	
File ID Number	21-1054
Introduction Date	6/16/21
Enactment Number	21-1017
Enactment Date	6/16/2021 If



# Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 16, 2021

**Subject** Amendment No. 1 - Dairy Contract - Crystal Creamery, Inc. - Nutrition Services Department

**Action Requested** Approval by the Board of Education of Amendment No. 1 to Dairy Contract between Oakland Unified School District and Crystal Creamery, Inc., Modesto, CA, to exercise a one year option to renew the Dairy Contract from July 1, 2021- June 30, 2022, for an annual amount not to exceed \$650,000.

**Background** On May 29, 2020, Nutrition Services advertised RFP #20-01. Crystal Creamery was interviewed and the responsive proposal was evaluated on the following criteria: experience, cost of goods, and service including qualifications of staff.

On September 9, 2020, the Board of Education approved a Dairy Contract with Crystal Creamery, Inc. for an initial term which expires on June 30, 2021 and two one year options to renew upon further approval by the Board.

**Discussion** The District may exercise the option to renew the Dairy Contract for another fiscal year. Staff recommend exercising a one year option to renew the Dairy Contract for the term of July 1, 2021- June 30, 2022 for an annual amount not to exceed \$650,000.

**Fiscal Impact** Funding resource: 5310 in an amount not to exceed \$650,000.

**Attachment(s)**

- Amendment No. 1
- Dairy Contract

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-1054
Introduction Date	5/26/21
Enactment Number	21-1017
Enactment Date	6/16/2021 If



**AMENDMENT NO. 1**  
to  
Dairy Contract

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
**Crystal Creamery, Inc.**
- The Parties entered into the Original Agreement on the below date: September 9, 2020
- The Enactment Number of the Original Agreement is below: 20-1750.

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**
- The scope of work of the (Amended) Agreement is unchanged.
  - The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:
    - Revised scope of work attached
    - VENDOR agrees to provide the following amended services:
2. **Term** (duration):
- The term of the (Amended) Agreement is unchanged
  - The term of the (Amended) Agreement has changed.

If the term has changed: The parties agree to amend the below original End Date of the (Amended) Agreement to the below new End Date:

Original End Date: June 30, 2021

New End Date: June 30, 2022

3. **Compensation:**  The annual not-to-exceed amount in the (Amended) Agreement is unchanged  
 The not-to-exceed amount in the (Amended) Agreement has changed. If the not-to-exceed amount has changed: The not-to-exceed amount in the (Amended) Agreement is amended as follows:
- Increase not-to-exceed amount by:
  
  - Decrease not-to-exceed amount by:

The new not-to-exceed amount under the (Amended) Agreement, as herein amended, is

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, **VENDOR** agrees that:
- a. Through its execution of this Amendment, **VENDOR** declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
  - b. **VENDOR** agrees to notify OUSD within twelve (12) hours if **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** tests positive for COVID-19, shows or reports symptoms consistent with COVID-19, or reports to **VENDOR** possible COVID-19 exposure.
  - c. **VENDOR** agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to **VENDOR** or any employee, subcontractor, agent, or representative of **VENDOR** and information necessary to perform contact tracing.
  - d. **VENDOR** shall bear all costs of compliance with this Paragraph.

5. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
6. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
7. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Amendment or as legally binding in any way.
8. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

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

**VENDOR**

Name: Karen Demichelis Signature: *Karen Demichelis*

Position: Director of FP&A Date: 05/19/21

*By its signature, VENDOR acknowledges and agrees not to expect or demand compensation pursuant to this Amendment prior to the PARTIES, particularly OUSD, validly and properly executing this Amendment until this Amendment is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Amendment. VENDOR specifically acknowledges and agrees to this term/condition on the above date.*

**OUSD**

Name: Shanthi Gonzales Signature: *Shanthi Gonzales*

Position: President, Board of Education Date: 6/17/2021

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: *Kyla Johnson-Trammell*

Position: Secretary, Board of Education Date: 6/17/2021

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	20-1750
Introduction Date	9-9-20
Enactment Number	20-1344
Enactment Date	9/9/2020 lf



# Memo

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

**Board Meeting Date** September 9, 2020

**Subject** Approval of Resolution No. 2021-0022 - Request for Award of Bid #20-01 Milk/Dairy Products and Approval of Contract for Milk/Dairy Products

**Action Requested and Recommendation** Approval by the Board of Education of Resolution 2021-0022, Award of Bid (RFP No. 20-01) and contract between the District and Crystal Creamery of Modesto, CA, for the latter to provide milk/dairy products, as the responsive, responsible bidder in an amount not to exceed \$650,000, for one year commencing on July 1, 2020 with two one-year options to renew upon further approval by the Board.

**Background and Discussion** The Nutrition Services Department provides meals to children who meet federal eligibility criteria for free and reduced-price meals as defined in California Education Code section 49531. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the Child Care Food Program. Milk and dairy products are necessary purchases for these programs.

The Nutrition Services Department has also been providing and will continue to provide meal service to additional students, not just those eligible for free and reduced-price meals during the COVID-19 Pandemic and will provide meals under the National School Lunch Program and the Child and Adult Care Food Program. Milk and dairy products are necessary purchases for these programs.

On May 29, 2020, Nutrition Services advertised RFP #20-01. One vendor responded to the RFP. This vendor was interviewed and the responsive response was evaluated on the following criteria: experience, cost of goods, and service including qualifications of staff.

**Fiscal Impact** Funding resource(s): 5310

**Attachments**

- Resolution 2021-0022
- RFP/Bid #20-01
- Notice of Award Letter/Contract

Legislative File Info.	
File ID Number:	20-1750
Introduction Date:	9/9/20
Enactment Number:	20-1344
Enactment Date:	9/9/2020 If

**RESOLUTION  
 OF THE BOARD OF EDUCATION  
 OF THE OAKLAND UNIFIED SCHOOL DISTRICT  
 NO. 2021-0022**

**Award of bid (RFP No. 20-01) for milk/dairy products and contract to Crystal Creamery**

**WHEREAS**, Education Code section 49531 prescribes that a school district may provide nutritionally adequate breakfast or lunch, or both, to pupils each schoolday at each school in the district ; and

**WHEREAS**, Oakland Unified School District (“OUSD”) has an agreement with the California Department of Education Nutrition Services Division to provide meals under the Child Care Food Program and the National School Lunch Program; and

**WHEREAS** Milk and dairy products are necessary purchases for these programs; and

**WHEREAS**, on May 29, 2020, Nutrition Services advertised RFP #20-01; and

**WHEREAS**, the District received one response to the RFP and interviewed Crystal Creamery; and

**WHEREAS**, the Crystal Creamery provided a responsive response to the RFP was evaluated on the following criteria: experience, cost of goods, and service including qualifications of staff; and

**WHEREAS**, the Nutrition Services Department has forwarded to the Board, District staff’s recommendation on which bidders have submitted lowest responsible bid, and staff has made recommendation for bid award; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board acknowledges that Crystal Creamery was responsive to the RFP and constituted a qualified vendor based upon, cost of goods, and service including qualifications of staff; and

**BE IT FURTHER RESOLVED**, that the Board hereby accepts the recommendation of Nutrition Services and does award a contract for milk/dairy RFP to Crystal Creamery, Inc. in an amount not to exceed \$650,000 as the lowest, responsive, responsible bidder for one year commencing on July 1, 2020; and

**BE IT FURTHER RESOLVED**, that all bids other than that of the successful bidder are hereby rejected; and

**BE IT FURTHER RESOLVED**, that the Executive Director of Nutrition Services is hereby authorized and directed to issue a Purchase Order to the above company, for said items, for an initial term of one year.

Passed by the following vote:

Legislative File Info.	
File ID Number:	20-1750
Introduction Date:	9/9/20
Enactment Number:	20-1344
Enactment Date:	9/9/2020 If

PREFERENTIAL AYE: Jessica Ramos (Student Director)

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

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

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Samatha Pal (Student Director) and Director Roseann Torres

#### 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 September 9, 2020.

Legislative File	
File ID Number:	20-1750
Introduction Date:	09/9/2020
Enactment Number:	20-1344
Enactment Date:	9/9/2020
By:	If

#### **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

Approved at to form



Deputy General Counsel





June 09, 2020

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

To whom it may concern,

Crystal Creamery is pleased to offer Oakland Unified School District the following per unit pricing:

Table with 2 columns: PRODUCT and BID. Rows include SKU\_000160180 - CR SOUR CRM 2/5# SP (\$ 9.7788), SKU\_000160114 - CR CHOC NF CLCW HPT ECO (\$ 0.2600), SKU\_000160088 - CR 1% LF CLCW HPT ECO (\$ 0.2600), SKU\_000160113 - CR FAT FREE CLCW HPT ECO (\$ 0.2600), SKU\_000160067 - CR 1% LF QT PPR (\$ 0.9995), and SKU\_000160305 - BUTTER CR UNS 1# QTR (\$ 5.1586).

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

Handwritten signature of Irene Reynolds

Oakland Unified School District

Handwritten date 6/23/2020

Date

Sincerely,

Handwritten signature of Kacey Castro

Kacey Castro
Pricing Analyst
Crystal Creamery Inc.


**ATTACHMENT K: PROPOSER PRICING SHEET**

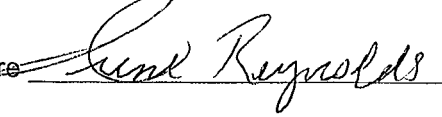
The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District 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	12 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Sour Cream	5 lb	300	9.7788	N/A	2
Chocolate Milk, FF, Homogenized, No High Fructose Corn Syrup, Paper carton, 50/case	8 oz	500,000	0.2000	N/A	50
Milk, 1%, Homogenized, Paper carton, 50/case	8 oz	1,600,000	0.2000	N/A	50
Milk, FF, Homogenized, Paper carton, 50/case	8 oz	250,000	0.2000	N/A	50
Milk, 1%, Homogenized, Quart	32 oz	25,000	0.9995	N/A	16
Butter, Quarters, Unsalted	16 oz	2,000	5.1580	N/A	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 06/08/20

Oakland Unified School District Signature  Date 6/23/2020  
 (If awarding contract)

**ATTACHMENT A: PROPOSER CHECKLIST**  
**Oakland Unified School District**  
**Request for Proposal No. 20-01**

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"/>	KC	<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"/>	KC	<b>Attachment B:</b> Vendor Contact Information Return completed hard copy
<input checked="" type="checkbox"/>	KC	<b>Attachment C:</b> Non Collusion Affidavit Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KC	<b>Attachment D:</b> Suspension and Debarment Certification Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KC	<b>Attachment E:</b> Certification Regarding Lobbying Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KC	<b>Attachment F:</b> Disclosure of Lobbying Activities Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KC	<b>Attachment G:</b> Buy American Certification Form Return completed hard copy with original signature
<input checked="" type="checkbox"/>	KC	<b>Attachment H:</b> References Form Return completed hardcopy
<input checked="" type="checkbox"/>	KC	<b>Attachment I:</b> Food Safety Plan/Procedures Return completed hard copy
<input checked="" type="checkbox"/>	KC	<b>Attachment J:</b> Product Specifications and Conditions Return completed hard copy with original signature

<input checked="" type="checkbox"/>	KC	<b>Attachment K:</b> Proposer Pricing Sheet 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:** Crystal Creamery Inc.  
**DBA OR BUSINESS NAME (IF DIFFERENT)** \_\_\_\_\_

**ADDRESS OF BUSINESS**

**STREET ADDRESS:** 529 Kansas Ave  
**CITY:** Modesto **STATE:** CA **ZIP:** 95351

**PAY OR REMIT ADDRESS**

**LEGAL NAME OF BUSINESS:** Crystal Creamery Inc.  
**STREET ADDRESS:** 529 Kansas Ave.  
**CITY:** Modesto **STATE:** CA **ZIP:** 95351

**TELEPHONE NUMBER:** ( 559 ) 244-2221  
**TOLL FREE NUMBER:** ( \_\_\_\_\_ ) 1-888-316-6064  
**FAX NUMBER:** ( 559 ) 476-1584  
**EMAIL:** mr Ramirez@crytsalcreamery.com  
**BUSINESS FEDERAL IDENTIFICATION NUMBER:** 84-3472126  
 (SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

**ACCOUNT MANAGER:** Cynthia Gregory  
**TELEPHONE NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_  
**CELL PHONE NUMBER:** ( 510 ) 303-7116  
**FAX NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_  
**EMAIL:** cgregory@crytsalcreamery.com

**CUSTOMER SERVICE REPRESENTATIVE:** Jan Covert  
**TELEPHONE NUMBER:** ( 209 ) 576-3488  
**CELL PHONE NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_  
**FAX NUMBER:** ( 209 ) 576-3437  
**EMAIL:** jcovert@crystalcreamery.com

**BILLING QUESTIONS CONTACT PERSON:** Tracy Hurlbert  
**TELEPHONE NUMBER:** ( 559 ) 244-2214  
**CELL PHONE NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_  
**FAX NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_  
**EMAIL:** THurlbert@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 Inc.  
(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: 06/06/20

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):

Karen Demichelis Director of Business Administration and Analysis

---

Printed Name Title



06/06/20

---

Signature Date

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

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

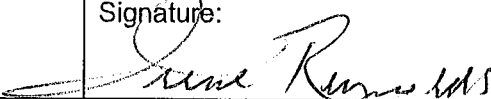
**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

**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.

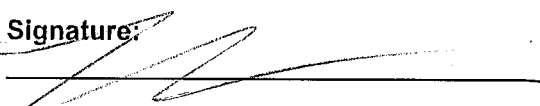
Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Oakland Unified School District		612500
Address of School Food Authority:		
900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official:	Signature:	Date:
Irene Reynolds, Executive Director		6/23/2020

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: a.</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action: a.</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type: a.</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: Crystal Creamery Inc. 529 Kansas Ave. Modesto, Ca 95351 <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  N/A <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>  N/A	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: N/A	
<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 Registrant</b> (if individual, last name, first name, MI):  N/A	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):  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>  <b>Print Name:</b> Karen Demichelis <b>Title:</b> Director of Business Administration and Analysis <b>Telephone No.:</b> 209-576-3400 <b>Date:</b> 06/06/20	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

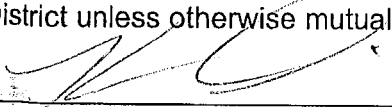


**Note: Complete this form if you are a food and/or beverage supplier only.**

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 Inc., certify  
\_\_\_\_\_ , certify  
vendor name

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



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

06/06/20

(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: Santa Clara Unified School District  
Address: 1889 Lawrence Road, Santa Clara 95052  
Telephone: (408) 423-2078  
Contact: Karen Luna  
Start/End Date: 2016- 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 Inc.

Please See Attached.

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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-Requisite 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

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	<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

## 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.



## 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

<b>Nutrition Facts</b>	
servings per container	
<b>Serving size</b>	<b>2 tbsp (30g)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>60</b>
	<b>% Daily Value*</b>
<b>Total Fat 6g</b>	<b>8%</b>
Saturated Fat 3.5g	<b>18%</b>
Trans Fat 0g	
<b>Cholesterol 20mg</b>	<b>7%</b>
<b>Sodium 50mg</b>	<b>2%</b>
<b>Total Carbohydrate 1g</b>	<b>0%</b>
Dietary Fiber 0g	<b>0%</b>
Total Sugars 1g	
Includes 0g Added Sugars	<b>0%</b>
<b>Protein 1g</b>	
<b>Vitamin D 0.2mcg</b>	<b>2%</b>
<b>Calcium 30mg</b>	<b>2%</b>
<b>Iron 0mg</b>	<b>0%</b>
<b>Potassium 40mg</b>	<b>0%</b>

\*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 #: 06-153	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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## 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

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

\*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 #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst
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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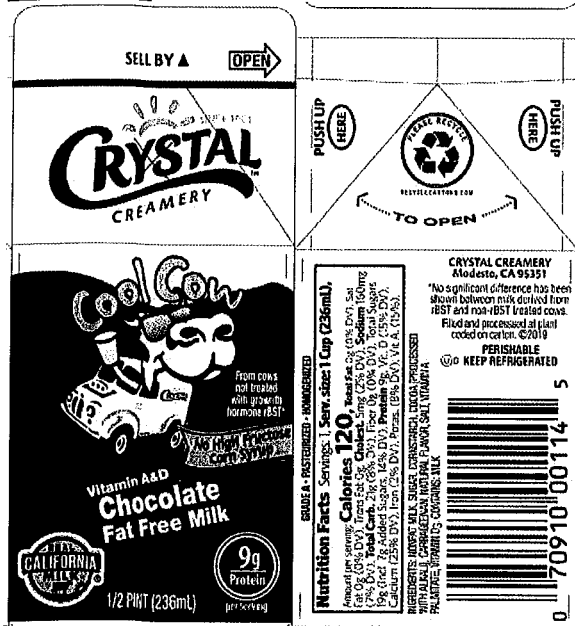
# Finished Product Specification

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 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

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

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst
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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## Finished Product Specification

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>	
<b>Serving size</b>	<b>1 Cup (236 mL)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>120</b>
	<b>% Daily Value*</b>
<b>Total Fat 2.5g</b>	<b>3%</b>
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol 16mg</b>	<b>5%</b>
<b>Sodium 110mg</b>	<b>5%</b>
<b>Total Carbohydrate 14g</b>	<b>5%</b>
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
<b>Protein 10g</b>	
<b>Vitamin D 2mcg</b>	<b>10%</b>
<b>Calcium 355mg</b>	<b>25%</b>
<b>Iron 0mg</b>	<b>0%</b>
<b>Potassium 490mg</b>	<b>10%</b>
<b>Vitamin A 90mcg</b>	<b>10%</b>


\*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

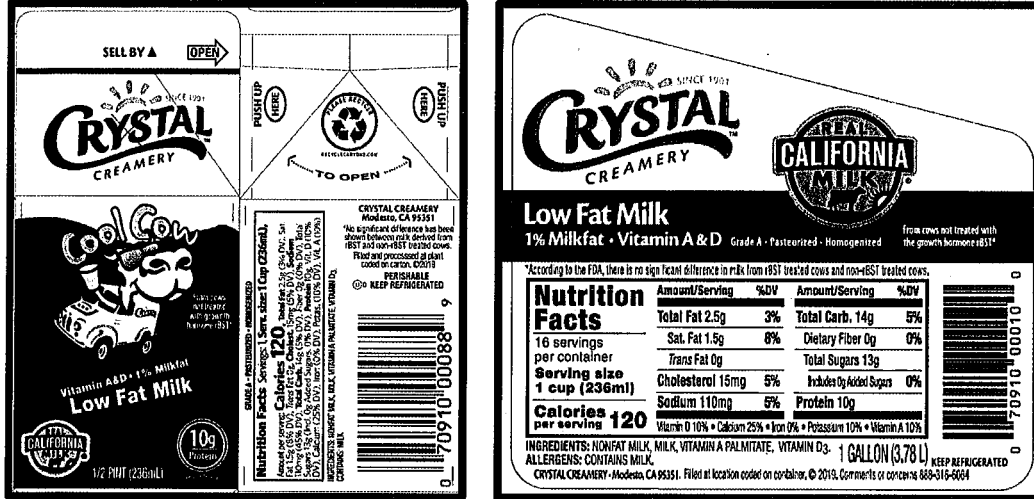
Crystal Creamery does not knowingly manufacture dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California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

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst	
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: 03-20-20	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 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**

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	Approval: Dave Heiss	Position: QA Analyst	
ORIGINATION DATE: 11-01-19	LAST REVISION DATE: 03-20-20	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.06.140

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	
<b>Serving size</b>	<b>1 Cup (236 mL)</b>
<b>Amount per serving</b>	
<b>Calories</b>	<b>90</b>
<b>% Daily Value*</b>	
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 1g	
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 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	Approval: Dave Heiss	Position: QA Analyst
ORIGINATION DATE: 10-30-19	LAST REVISION DATE: 03-20-20	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.06.140

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 Paper (8 oz)	160113	0 70910 00113 8	18 days
Quart Paper (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 Plastic (128 oz)	160103	0 70910 00103 9	20 days
6 Gallon Bag	5006	0 76998 05006 8	20 days

IMS Plant #: 06-253	Organic # 17395	Approval: Dave Heiss	Position: QA Analyst
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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

	<b>California Dairies, Inc.</b> Product Technical Reference Sheet	Document No.	Revision No.
		<b>TS-10.4.5</b>	2E
<b>Unsalted (Cultured) Butter</b>			Page 1 of 2
			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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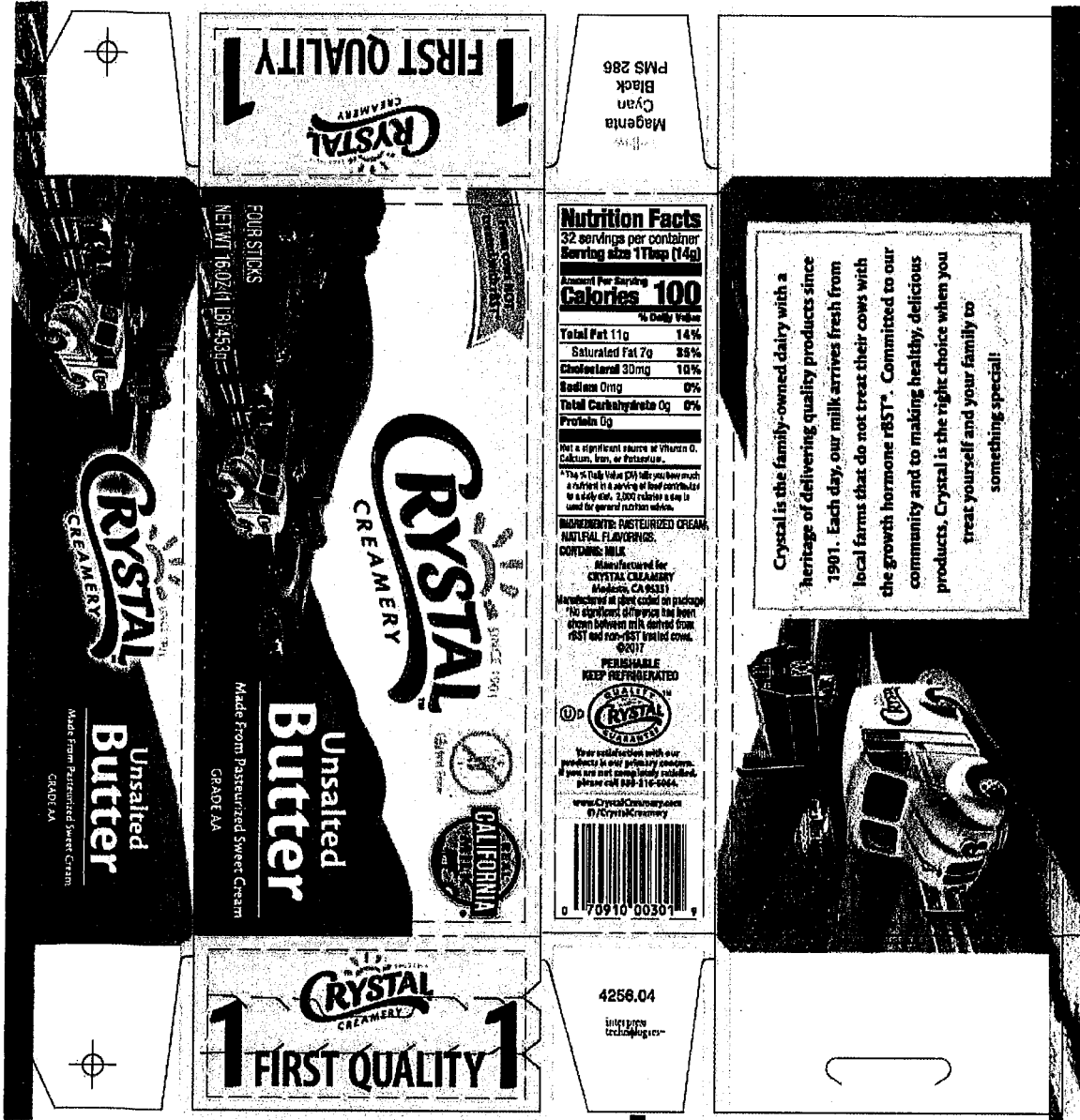
CRYSTAL CREAMERY PRODUCT SPECIFICATIONS

QC.10.2014

TITLE: Crystal (California Dairies Inc) Unsalted Butter - Quarters 1 lb

DOCUMENT NUMBER

Label image



**Nutrition Facts**  
32 servings per container  
Serving size 1 Tbsp (14g)

Amount Per Serving		% Daily Value
<b>Calories 100</b>		
Total Fat	11g	14%
Saturated Fat	7g	88%
Cholesterol	30mg	10%
Sodium	0mg	0%
Total Carbohydrate	0g	0%
Protein	0g	

Not a significant source of Vitamin D, Calcium, Iron, or Potassium.  
\*The % Daily Value is based on a diet of 2,000 calories a day. It is used for general nutrition advice.

Crystal is the family-owned dairy with a heritage of delivering quality products since 1991. Each day, our milk arrives fresh from local farms that do not treat their cows with the growth hormone rBST\*. Committed to our community and to making healthy, delicious products, Crystal is the right choice when you treat yourself and your family to something special!

**INGREDIENTS:** PASTEURIZED CREAM, NATURAL FLAVORINGS.  
**CONTAINS MILK.**

Manufactured for CRYSTAL CREAMERY Modesto, CA 95351  
Manufactured in the United States of America.  
\*No significant difference has been observed between milk derived from rBST and non-rBST treated cows.  
©2017  
PERISHABLE  
KEEP REFRIGERATED

**CRYSTAL CREAMERY**

Your satisfaction with our products is our primary concern. If you are not completely satisfied, please call 888-816-6664.  
www.CrystalCreamery.com  
@CrystalCreamery

4256.04

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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## **DAIRY CONTRACT**

This Agreement is entered into by and between Oakland Unified School District (“OUSD”) and Crystal Creamery, Inc., (Contractor), a California Corporation (collectively, the “Parties”).

### **1. DEFINITIONS**

- a. “District” and “OUSD” each mean the Oakland Unified School District.
- b. “Contractor” or “Vendor” means the entity doing business with the District.
- c. “Purchaser” means a representative of the District’s Nutrition Services Department.
- d. “Parties” means the District and Contractor together, and “Party” means either the District or the Contractor in the singular and depending upon the context in which the term is used.
- e. “Contract” “Agreement” and “Purchase Agreement” shall each mean this Agreement entered into between the District and the Contractor.

### **2. TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT**

- a. The term of this Agreement shall be for the 2020-2021 fiscal year, unless terminated earlier pursuant to Section 14 (Termination). This Agreement may be extended for up to two (2) additional one-year terms by mutual agreement of Parties after the District has conducted an annual Vendor Performance Evaluation.
- b. Notwithstanding the foregoing, this Agreement shall be effective only upon execution of this Agreement by the duly authorized representatives of the Parties, and approval by the Board of Education.
- c. The dollar amount of this Agreement shall be set forth in the approved Board of Education Memo that shall be attached and incorporated into this Agreement as though fully set forth herein, once approved, and shall be based upon Contractor’s bid and the pricing provisions set forth in this Agreement. It shall be the responsibility of the Contractor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated.

### **3. PAYMENT FOR PRODUCTS AND SERVICES PROVIDED**

- a. The District agrees to pay and the Contractor agrees to accept as full payment for its performance of this Agreement, the Contractor’s actual cost of the food and food supplies provided to District, as provided for in this Agreement, plus Contractor’s fixed percent in accordance with the Contractor's bid price, provided however that the District's obligations under this Agreement shall not exceed the not-to-exceed amount of this Agreement approved by the Board of Education pursuant to Section 2 (“Term; Effective Date; Amount of Agreement”).

b. Payment to the Contractor by the District shall be net sixty (60) days pursuant to this Agreement, and after receipt of properly documented invoices. Invoices submitted by Contractor must be in an invoicing form acceptable to the District pursuant to Section 25 ("Invoicing").

4. 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 District does not guarantee minimum compensation to be paid to Contractor.

5. PRODUCT SUBSTITUTION. Contractor may not supply substitutions, brand changes, or reformulations of products without the written authorization by the District. If during the course of this Agreement 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.

6. QUANTITY AND QUALITY OF MATERIALS AND SERVICES. Contractor shall furnish and deliver the products /services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Contractor 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 Contractor'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.

7. PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS. No payment shall in any way lessen the liability of Contractor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Contractor without delay at no additional cost to the District. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

8. BUY AMERICAN. Contractor agrees to comply with California Public Contract Code section 3410 and Title 7, Code of Federal Regulations 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

9. FOOD SAFETY. Contractor shall comply with all federal, state, and local mandates regarding food safety and Contractor is expected to have adequate controls in place to ensure the safety of the food and beverages provided.

10. TAXES. The District is exempt from federal excise tax except on articles for resale. Contractor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Contractor and at no additional cost to the District.

11. FORCE MAJEURE CLAUSE. The Contractor will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by . Satisfactory evidence must be presented to the District demonstrating that the non-performance 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.

12. INSURANCE.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Contractor shall procure and maintain during the full term of this Agreement, at the Contractor's expense, insurance acceptable to the District and as follows:

i. Comprehensive General Liability Insurance for Combined Single Limit for Bodily Injury and/or Property Damage of not less than \$1,000,000 (one million dollars) per occurrence and \$5,000,000 aggregate.

ii. Automobile Liability Insurance with limits not less than \$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.

iii. Workers' Compensation Insurance, with Employer's Liability in such amounts as required by law.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

- i. Name as Additional Insured "The Oakland Unified School District, its Board, officers and employees.
- ii. That such policies are primary insurance to any other insurance available the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:

Oakland Unified School District  
Attn: Risk Management  
1000 Broadway, Suite 440

Oakland, CA 94607

- d. If any policies are written on a claims-made form, Contractor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- e. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- g. Before commencing any operations under this Agreement, Contractor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Contractor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- h. Approval of the insurance by the District shall not relieve or decrease the liability of Contractor hereunder.

13. **CONTRACTOR DEFAULT; REMEDIES.** If the Contractor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (a) terminate this Contract at no cost to District in accordance with Section 14 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Contractor any event of default. Contractor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between District and Contractor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract between District and Contractor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### 14. TERMINATION.

a. In the event of Contractor default pursuant to Section 13 ("Contractor Default; Remedies") of this Contract, wherein Contractor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective thirty (30) days after Contractor's receipt of written notice of termination from the District delivered pursuant to Section 22 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Contractor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 13 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.

b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Contractor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 22 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations. In the event of such termination, the District may award the contract to the next lowest bidder provided that such an award complies with Public Contract Code section 5106.

In event of termination for convenience, Contractor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Contractor after the specified date termination. Such non recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

c. With mutual agreement of both Parties, this Contract may be terminated by giving not less than thirty (30) days written notice of such termination.

#### 15. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the District, its Board, officers, 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.

16. **LIABILITY OF DISTRICT.** District's payment obligations under this agreement shall be limited to the payment of the compensation provided under this contract. Notwithstanding any other provision of this agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this agreement or the services performed in connection with this Agreement.

17. **INDEPENDENT CONTRACTOR.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and not an employee of the District. Contractor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Contractor's performing services and work, or any agents or employee of Contractor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Contractor or any agent or employee of Contractor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Contractor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Contractor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Contractor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Contractor shall refund any amounts necessary to effect such reduction.

18. **ENTIRE CONTRACT; SEVERABILITY.** All of the agreements between the Parties are included in the Agreement and Contractor's attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

19. MODIFICATION OF AGREEMENT.

- a. No oral statement of any person whatsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement.
- b. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation an awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by the District.

20. CHOICE OF LAW/VENUE.

This Contract shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.

21. SUSPENSION AND DEBARMENT CERTIFICATION. Through its execution of this Agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

22. NOTICE TO THE PARTIES. District and Contractor understand and agree that notice to the Parties shall be as follows:

- a. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it via first class mail or certified mail with a return receipt requested, or via nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed as in Subsection D of this Section, below.
- b. Notices herein shall be deemed to have been received two (2) business days after the date when they shall have been mailed if sent by first class mail, certified mail or overnight courier, or upon the date personal delivery is made.
- c. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party.
- d. Notice to the Parties shall be addressed as follows (or such alternative address as may be provided in writing):

NOTICE TO THE DISTRICT:

Nutrition Services Department

Attn: Irene Reynolds

2850 West Street



Oakland, CA 94608

EMAIL ADDRESS Irene.reynolds@ousd.org

NOTICE TO THE CONTRACTOR:

CONTRACTOR: Crystal Creamery, Inc.

CONTACT NAME Cynthia Gregory, Account Manager

STREET ADDRESS 529 Kansas Avenue

CITY, STATE, ZIP Modesto, CA 95351

TELEPHONE/FAX \_\_\_\_\_

EMAIL ADDRESS cgregory@crystalcreamery.com

23. CIVIL RIGHTS ASSURANCES. 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, religious creed, disability, age, political beliefs, 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.

24. DELIVERIES TO DISTRICT. Food items should be clearly labeled and palletized by school name. The Contractor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Contractor with a schedule of deliveries. The Contractor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Contractor shall notify SNS at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

25. INVOICES. Invoices shall 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 person receiving the material must sign the invoice. The District shall make payment for materials, supplies, or services furnished under the Agreement within a reasonable and proper time after acceptance thereof and approval of invoices by the authorized District representative.

The invoices shall contain the following; purchase order number, site location, date, item number, SNS item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Invoices shall be matched to SNS purchase order by item, quantities and case price. For any invoice that does not match, SNS will correct the invoice based on the receiving documents at time of delivery.

Contractor 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 the RFP/bid.

26. ALLOWABLE COSTS. The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Contractor net of all discounts, rebates and other applicable credits accruing to or received by the Contractor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(i)). The Contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(A)(B)).

27. DOCUMENTATION. Any and all documents, books, records, invoices, and/or quotations of District's 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 District, State, and Federal representatives and auditors in accordance with Federal regulations. Contractor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990.

**CRYSTAL CREAMERY, INC.**

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**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

Approved as to Form:

*Andrea Epps*  
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Deputy General Counsel