



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

# Memo

**To** Board of Education

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

**Board Meeting Date**

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

**Action Requested  
and  
Recommendation**

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

**Background**

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

The Nutrition Services Department is required to provide meals to children who meet federal eligibility criteria for free and reduced price meals as defined in California Education Code section 49531 and 45552 respectively. The District has an agreement with California Department of Education Nutrition Services Division to provide meals under the "Child & Adult Care Food Program", "School Breakfast Program", "National School Lunch Program" and "After School Meal Program". Serving milk is a requirement of these programs.

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



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

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

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

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

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

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

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

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

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

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

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

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Passed by the following vote:

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

**CERTIFICATION**

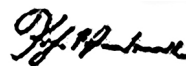
We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District, held on 1/22, 2020.

**OAKLAND UNIFIED SCHOOL DISTRICT**



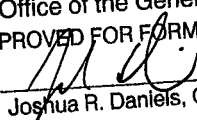

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**Jody London**  
 President, Board of Education




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

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of the General Counsel  
 APPROVED FOR FORM & SUBSTANCE  
 By:  1/27/20  
 Joshua R. Daniels, General Counsel



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

**RFP/BID # 19-01**

**Nutrition Services  
Milk/Dairy Products**

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

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

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**NOTICE TO BIDDERS**

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

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

**Submission Deadline:**

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

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

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

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

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

Published: December 6, 2019  
December 13, 2019



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

**Schedule of events:**

- December 6, 2019 - RFP/Bid Released
- December 11, 2019 - Deadline to Receive Questions
- December 27, 2019 - Responses Due, 10:00 a.m. deadline
- January 6, 2020 - Contract Start Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) , and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

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

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

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

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

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

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

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

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

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

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

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

- Specifications set forth in this RFP/Bid

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

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

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

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

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

**Award Criteria:**

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

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

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



## RFP/BID RESPONSE PACKET REQUIREMENTS

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

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

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

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

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

**Deliver proposals to the following location:**

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

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

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

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

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

|                          |  |   |
|--------------------------|--|---|
| <input type="checkbox"/> |  | <b>Attachment K: Proposer Pricing Sheet</b><br>Return completed hard copy with original signature |
|--------------------------|--|---|

**ATTACHMENT B: VENDOR CONTACT INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT C: NON COLLUSION AFFIDAVIT**

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

(Public Contract Code Section 7106)

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

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

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

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

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

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

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**ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION**

**U. S. DEPARTMENT OF AGRICULTURE**

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Oakland Unified School District 612500

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Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

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Printed Name Title

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Signature Date

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

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

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

OR

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

**ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES**

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

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





**ATTACHMENT H: REFERENCES FORM**

**References**

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

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

ATTACHMENT 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: \_\_\_\_\_

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## ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

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

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

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

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

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

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

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

**Delivery:** The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 83 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. Dark drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

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

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

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

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

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

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



**ATTACHMENT K: PROPOSER PRICING SHEET**

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

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

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

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

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

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

(If awarding contract)  
OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

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

# **SIGNED CONTRACT**



December 17, 2019

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

RE: RFP/BID #19-01

Dear Ms Reynolds:

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

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

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

Thank you for your time and consideration.

Sincerely,

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

Carlos Karr  
Area Sales Director, Northern California

NOTICE TO BIDDERS

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

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

**Submission Deadline:**

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

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

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

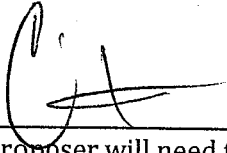
The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

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

Published: December 6, 2019  
December 13, 2019

## RFP/BID RESPONSE PACKET REQUIREMENTS

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



---

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

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

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

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

**Deliver proposals to the following location:**

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

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

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

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

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

**ATTACHMENT B: VENDOR CONTACT INFORMATION**

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

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

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

**ADDRESS OF BUSINESS**

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

**PAY OR REMIT ADDRESS**

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

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

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

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

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

**EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS:**

**Contact** \_\_\_\_\_ Gina Salido \_\_\_\_\_  
**TELEPHONE NUMBER:** (510) 265-8710 \_\_\_\_\_  
**CELL PHONE NUMBER:** (510) 359-0108 \_\_\_\_\_  
**FAX NUMBER:** (510) 265-8776 \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_ GINA\_SALIDO@DEANFOODS.COM \_\_\_\_\_

**ATTACHMENT C: NON COLLUSION AFFIDAVIT**

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

(Public Contract Code Section 7106)

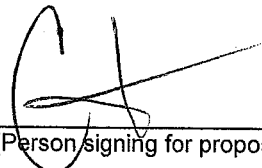
STATE OF CALIFORNIA )

COUNTY OF ALAMEDA )

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

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

DATED: 12/17/19

By   
(Person signing for proposer)



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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.)

---

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.

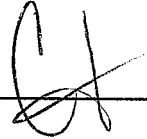
Oakland Unified School District 612500

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Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

CARLOS KARR AREA SALES DIRECTOR - NO CAL  
Printed Name Title

 12/18/19  
Signature Date

**ATTACHMENT E: CERTIFICATION REGARDING LOBBYING**

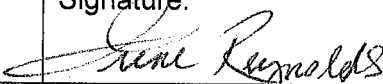
**INSTRUCTIONS:** To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

|   |  |          |
|---|--|----------|
| Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: | Agreement Number:  |          |
| Oakland Unified School District   | 612500   |          |
| Address of School Food Authority:   |  |          |
| 900 High Street, Oakland, CA 94601  |  |          |
| Printed Name and Title of Submitting Official:  | Signature:   | Date:    |
| Irene Reynolds, Executive Director  |  | 12/27/19 |

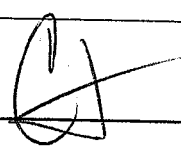
OR

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

*CR*

## ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES

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

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br>a. contract <span style="float: right; font-size: 2em;">NA</span><br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br>a. bid/offer/application<br>b. initial award<br>c. post-award<br><div style="text-align: center; font-size: 2em;">NA</div>   | <b>3. Report Type:</b><br>a. initial filing<br>b. material change<br><br><b>For material change only:</b><br>Year _____<br>Quarter _____ <span style="float: right; font-size: 2em;">NA</span><br>Date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br>_____ Prime _____ Subawardee<br>Tier _____, if Known: <span style="float: right; font-size: 2em;">NA</span><br><br>Congressional District, if known:   | <b>5. If Reporting Entity in No. 4 is Subawardee,</b><br>Enter Name and Address of Prime:<br><br><div style="text-align: center; font-size: 2em;">NA</div><br>Congressional District, if known:   |   |
| <b>6. Federal Department/Agency:</b><br><br><div style="text-align: center; font-size: 2em;">NA</div>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: <span style="float: right; font-size: 2em;">NA</span>  |   |
| <b>7. Federal Action Number, if known:</b><br><br><div style="text-align: center; font-size: 2em;">NA</div>   | <b>9. Award Amount, if known:</b><br><br>\$ <span style="float: right; font-size: 2em;">NA</span>   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br>(if individual, last name, first name, MI): <span style="float: right; font-size: 2em;">NA</span>  | <b>b. Individuals Performing Services</b><br>(including address if different from No. 10a)<br>(last name, first name, MI): <span style="float: right; font-size: 2em;">NA</span>  |   |
| <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> <br><hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <b>Print Name:</b> <u>Carlos Karr</u><br><br><b>Title:</b> <u>Area Sales Director – Northern California</u><br><br><b>Telephone No.:</b> <u>510-469-0030</u><br><br><b>Date:</b> <u>12/17/19</u> |   |
| Federal Use Only  | Authorized for Local Reproduction<br>Standard Form - LLL (Rev. 7-97)  |   |



**ATTACHMENT H: REFERENCES FORM**

**References**

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

Name of School: Hayward Unified School District

Address: 24400 Amador Street, Hayward, CA 94544

Telephone: 510-723-3890 Ext. 28103

Contact: Janice Jiang

Start/End Date: 7/1/18 – currently serving

Name of School: Evergreen Unified School District

Address: PO Box 4400102 – 2828 Corda Drive, San Jose, CA 95122

Telephone: 408-223-4500

Contact: Marlene Fischer

Start/End Date: May 2013 – currently serving

Name of School: Fairfield/Suisun Unified School District

Address: 2490 Hilborn Rd, Fairfield, CA 94534


Telephone: 707-399-5144

Contact: Amanda Rish

Start/End Date: 2016 – currently serving



# Dean Foods Quality Assurance Policy

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

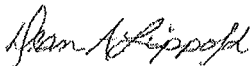
## DEAN FOODS QUALITY ASSURANCE POLICIES AND PROCEDURES MANUAL POLICY STATEMENT

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

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

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

Approved by:




\_\_\_\_\_  
Dean Foods Vice President  
Research, Development, and Quality Assurance

July 1, 2019

\_\_\_\_\_  
Date

# Dean Foods Quality Assurance Policy

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

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

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

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

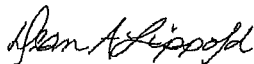
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**Topics:** The Dean Foods Hazard Analysis Critical Control Point (HACCP) Requirements procedure is outlined below followed by detailed instructions:

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

---

Approved by:



\_\_\_\_\_  
**Dean Foods Vice President  
Research, Development, and Quality Assurance**

**July 1, 2019**

\_\_\_\_\_  
**Date**





## Food Safety Programs – General Statement

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

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

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

April 25, 2016



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

**Product Description**

Fat Free Chocolate Milk (NO GMO)

**General Requirements**

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

**Ingredients:** Nonfat Milk, Liquid Sugar (Sugar, Water), Contains Less Than 1% of Cocoa (Processed With Alkali), Cocoa, Cornstarch, Salt, Carrageenan, Natural Flavors, Vitamin A Palmitate, Vitamin D<sub>3</sub>.

**Allergens:** Milk

**Allergen Statement:** Contains: Milk

**Regulatory Information**

|               |                                       |
|---------------|---------------------------------------|
| <b>FDA</b>    | IMS Plant # 06-407 Stamped on package |
| <b>Kosher</b> | Star-D                                |

**Physical Attributes**

**Net Weight: (by volume)**

- ½ Pint = 0.473 L

**Packaging:**

- ½ Pint → Paper

**Labels:**

- In compliance with FDA and CDFA labeling regulations

**Code Dating:**

- MM DD, Filler ID → ½ Pint

**Organoleptic:**

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



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

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

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

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

### Nutritional Information

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

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


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

Contains: milk

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

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

Date: Sep 20, 2019

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

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

**General Requirements**

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

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

**Allergens:** Milk

**Allergen Statement:** Contains: Milk

**Regulatory Information**

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

**Physical Attributes**

**Net Weight: (by volume)**

- Gallon = 3.78 L      ½ Gallon = 1.89 L      Pint = 0.946 L
- ½ Pint = 0.473 L      Quart = 0.946 L

**Packaging:**

- Gallon, Half Gallon, and Quart → Plastic
- Half Gallon, ½ Pint, Quart → Paper



**Labels:**

- In compliance with FDA and CDFA labeling regulations

**Code Dating:**

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

**Organoleptic:**

- **Flavor:** Clean, pleasing with no off flavor or odor
- **Color:** Uniform and white.
- **Appearance:** Homogeneous with no signs of cream layer



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

| Chemical & Microbiological Specifications |                         |             |
|---|-------------------------|-------------|
| Berkeley Farms Target                     |                         | California: |
| <b>Butterfat:</b>                         | 0.9% – 1.1%             | 0.9% – 1.1% |
| <b>Solids Nonfat:</b>                     | ≥11.05 %                | ≥11.05 %    |
| <b>Coliform:</b>                          | < 10cfu/ml              | < 10cfu/ml  |
| Temperature Requirements                  |                         |             |
| Target Temperature at shipping            | 1.1 – 5.5°C (34 – 42°F) |             |
| CDFR-FDA requirement                      | < 7.2°C (< 45°F)        |             |

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

**Nutritional Information**

| Nutrition Facts   |                |
|---|----------------|
| servings per container  |                |
| Serving size  | 1 cup (240mL)  |
| Amount per serving  |                |
| <b>Calories</b>   | <b>130</b>     |
|   | % Daily Value* |
| Total Fat 2.5g  | 3%             |
| Saturated Fat 1.5g  | 8%             |
| Trans Fat 0g  |                |
| Cholesterol 15mg  | 4%             |
| Sodium 160mg  | 7%             |
| Total Carbohydrate 16g  | 6%             |
| Dietary Fiber 0g  | 0%             |
| Total Sugars 15g  |                |
| Includes 0g Added Sugars  | 0%             |
| Protein 10g   | 20%            |
| Vitamin D 2.5mcg  | 10%            |
| Calcium 380mg   | 30%            |
| Iron 0mg  | 0%             |
| Potassium 510mg   | 10%            |
| Vitamin A 150mcg  | 15%            |
| * The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice. |                |


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

Contains: milk

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

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

Date: March 18, 2019

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

**Product Description**

**Fat Free Milk**

**General Requirements**

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

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

**Allergens:** Milk

**Allergen Statement:** Contains: Milk

**Regulatory Information**

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

**Physical Attributes**

**Net Weight: (by volume)**

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

**Packaging:**

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

**Labels:**


- In compliance with FDA and CDFA labeling regulations

**Code Dating:**

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

**Organoleptic:**

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

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

**Chemical & Microbiological Specifications**

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

**Temperature Requirements**

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

**Shelf-Life**

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

**Nutritional Information**

|   |               |
|---|---------------|
| <b>Nutrition Facts</b>  |               |
| servings per container  |               |
| Serving size  | 1 cup (240mL) |
| Amount per serving  |               |
| <b>Calories</b>   | <b>90</b>     |
| %   |               |
| Total Fat 0g 0%   |               |
| Saturated Fat 0g 0%   |               |
| Trans Fat 0g  |               |
| Cholesterol 5mg   | 2%            |
| Sodium 135mg  | 6%            |
| Total Carbohydrate 13g  | 5%            |
| Dietary Fiber 0g 0%   |               |
| Total Sugars 12g  |               |
| Includes 0g Added Sugars 0%   |               |
| Protein 9g  |               |
| Vitamin D 2.5mcg 10%  |               |
| Calcium 310mg 26%   |               |
| Iron 0mg 0%   |               |
| Potassium 420mg 8%  |               |
| Vitamin A 150mcg 15%  |               |
| * The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice. |               |


INGREDIENTS: Nonfat milk, Vitamin A Palmitate, Vitamin D3.

Contains: milk

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

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

Date: March 18, 2019

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

**Description**

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

**Microbiological Standards**

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

**Chemical Standards**

|          |               |        |
|----------|---------------|--------|
| Fat      | 80% Minimum   | Kohman |
| Moisture | 18.5% Maximum | Kohman |

**Physical Standards**

|                   |                      |
|-------------------|----------------------|
| Visual Impurities | None                 |
| Color             | Uniform light yellow |

**Sensory Standards**

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

**Antibiotics**

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

**Packaging**

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


**Shelf Life**

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



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

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

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

**Shipping**

Shipping per customer requirements

**Table of Revisions**

| Revision | Description of Revision   | Date     | Approvals              |
|----------|---|----------|------------------------|
| I        | Initial Release   | 06/30/00 | XXX                    |
| 1A       | Revise Product Name   | 06/23/01 | XXX                    |
| 1B       | Revise shelf life   | 03/23/04 | XXX                    |
| 1C       | Revise moisture standard  | 01/30/06 | XXX                    |
| 1D       | Remove color statement  | 03/08/06 | XXX                    |
| 1E       | Add Celsius temperatures, remove pathogen references, reformat    | 03/31/09 | XXX                    |
| 1F       | Add antibiotic statement, correct temperatures, increase moisture | 04/28/09 | XXX                    |
| 1G       | Removed cultured butter references                                | 05/17/10 | <i>Dean J. Spindel</i> |
|          |   |          |                        |

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# Saputo

Dairy Foods USA

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

**PDP Information:** Cultured Sour Cream

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

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

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

**Net Fill Declaration:** 32 lb (14.5 kg)

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

| Nutrition Facts  |                             |
|--|-----------------------------|
| Serving Size: 2 tbsp. (30 g)   |                             |
| Servings per container: about 7/8 oz, about 15/16 oz, about 22/24 oz, about 30/32 oz, about 45/3 lb, about 75/ 5 lb, about 483/32 lb |                             |
| Amount Per Serving   |                             |
| <b>Calories 60</b>   | <b>Calories from Fat 50</b> |
| % Daily Value  |                             |
| <b>Total Fat 5g</b>  | <b>8%</b>                   |
| <b>Saturated Fat 3.5g</b>  | <b>17%</b>                  |
| <b>Trans Fat 0g</b>  |                             |
| <b>Polyunsaturated Fat 0g</b>  |                             |
| <b>Monounsaturated Fat 1.5g</b>  |                             |
| <b>Cholesterol 20mg</b>  | <b>7%</b>                   |
| <b>Sodium 15mg</b>   | <b>1%</b>                   |
| <b>Potassium 55mg</b>  | <b>2%</b>                   |
| <b>Total Carbohydrate 2g</b>   | <b>1%</b>                   |
| <b>Dietary Fiber 0g</b>  | <b>0%</b>                   |
| <b>Sugars 2g</b>   |                             |
| <b>Protein 1g</b>  |                             |
| <b>Vitamin A 4%</b>  | <b>Vitamin C 0%</b>         |
| <b>Calcium 4%</b>  | <b>Iron 0%</b>              |

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

|                       |                   |              |       |
|-----------------------|-------------------|--------------|-------|
| Issued By:<br>A. Shaw | Date<br>11/9/2009 | Reviewed By: | Date: |
|-----------------------|-------------------|--------------|-------|

Comments:

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

## ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

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

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

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

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

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

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

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

**Delivery:** The District reserves the right to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 83 sites. Sites require 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. Dark drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday. Vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Dairy must be delivered to all sites in refrigerated trucks to reduce perishability. Trucks are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

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

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

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

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

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

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

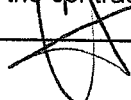
**ATTACHMENT K: PROPOSER PRICING SHEET**

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

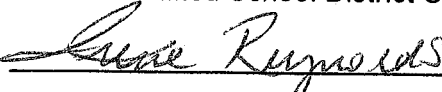
All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.


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

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

Vendor Signature  Date 12/17/19

Oakland Unified School District Signature:

 Date 1/8/2020 (if awarding contract)

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

\$ 237,340.00