

Board Office Use: Legislative File Info.	
File ID Number	26-0956
Introduction Date	5/13/2026
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Devinder Kumar, Senior Executive Director, Nutrition Services Department

Meeting Date May 13, 2026

Subject Amendment No. 1 Food Safety and Sanitation Services - Pacific Support Systems - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 1 to Food Safety and Sanitation Services K-12 Meal Program Agreement by and between Oakland Unified School District and Pacific Support Systems, Lynnwood, WA, to exercise the first of four one-year options to renew the Food Safety and Sanitation Contract for the period of July 1, 2026 through June 30, 2027. The not-to-exceed amount will increase by \$2,000.00 to \$147,500.00. All other terms and conditions of the agreement remain in full force and effect.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Services are needed to ensure proper sanitation levels as required by the Alameda County Health Department. Food Safety & Sanitation Services supplies and services are necessary for these programs. On June 27, 2025, Nutrition Services advertised a Request for Proposal (RFP) #25-159.1NS. Three vendors responded to the RFP. Pacific Support Systems was evaluated and selected on the following criteria: price, delivery and service specifications, ordering systems and reports, service reliability and past performance, safety records and controls, food safety and sanitation education, and inventory management.

RFP No. 25-159.1NS contained a clause allowing four (4) one-year extensions of the contract.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$147,500.00.

Attachment(s)

- Amendment No. 1, Pacific Support Systems, Food Safety and Sanitation Services
- Vendor Renewal Commitment Letter
- 25-2566 - Agreement - Food Safety & Sanitation Services Contract - Nutrition Services Department, Enactment No. 25-1849, approved November 12, 2025



AMENDMENT NO. 1 to

Pacific Support Systems Food Safety and Sanitation Services RFP No. 25-159NS

("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

- ☒ The SERVICES are unchanged.
- ☐ The SERVICES have changed as indicated below:
- ☐ A description of the changes in the SERVICES is attached.
- ☐ The changes in the SERVICES involve the following:

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- ☒ The term of the AGREEMENT has changed as indicated below:
- Original End Date: June 30, 2025
- New End Date: June 30, 2027

C. Compensation.

- ☐ The not-to-exceed amount in the AGREEMENT is unchanged
- ☒ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$ 145,500.00.

The original not-to-exceed amount

shall be increased by:

\$ 2000.00

The original not-to-exceed amount

OR shall be decreased by:

\$ _____

The new not-to-exceed amount is \$ 147,500.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Nic Vogt
Signature: 
Position: Regional Operations Manager
Date: 4-15-26

OUSD

Name: _____
Signature: _____
Position: _____
Date: _____

- ☐ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler
Signature: _____
Position: Interim Superintendent and Interim Secretary, Board of Education
Date: _____

Template approved as to form by OUSD Legal Department.



February 18, 2026

Pacific Support Systems DBA SFSPAC
52 Pier Avenue Hermosa Beach, CA 90254

Subject: Renewal of RFP 24-159.1NS

Dear Nic,

The Oakland Unified School District Food & Nutrition Services is requesting to amend RFP 24-159.1NS for renewal for the upcoming 2026-2027 school year with Pacific Support Systems DBA SFSPAC. Please fill out, sign and return this letter, including a price increase list (if applicable), no later than Wednesday, March 4, 2026, so that we may recommend for Board Approval.

Price Update Details:

- ☐ No price increase ☐ Price increase of _____% applied to all items
☒ Variable price increases. Vendor to provide detailed price list with response.

Included as Exhibit B are additional items available to bid for RFP 24-159.1NS. Please review and include with your response if applicable.

If you indicated a price increase, please provide a brief (1-2 sentence) justification:

Admin requested us to set up and service an additional
site in January 2026.

☒ Accept renewal of contract RFP 24-159.1NS commencing on July 1, 2026 and ending on June 30, 2027.

☐ Reject the renewal of contract RFP 24-159.1NS.

Pacific Support Systems
Company Name

Nic Vogt
Authorized Company Representative Signature

Nic Vogt
Print Name

2-19-26
Date

Board Office Use: Legislative File Info.	
File ID Number	25-2566
Introduction Date	11/12/25
Enactment Number	25-1849
Enactment Date	11/12/2025 CJH



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Devinder Kumar, Senior Executive Director, Nutrition Services Department

Meeting Date November 12, 2025

Subject Request for Award of RFP #25-159.1NS and Approval of Agreement with Pacific Support Systems

Ask of the Board Approval by the Board of Education to award bid RFP #25-159.1 NS Food Safety & Sanitation Services K-12 Meal Program and services agreement by and between the District and Pacific Support Systems, Lynnwood, WA, for the latter to visit 84 sites on a 30-work-day rotation, with site visit including education, support, and routine checks, as well as on-the-spot corrective action as part of the Hazard Analysis and Critical Control Points (HACCP) verification service, with reports sent after each service call detailing areas of success and concern to the Nutrition Services Director, via the Nutrition Services Department, for the period of August 1, 2025 through June 30, 2026, in an amount not-to-exceed \$145,500.00 with four (4) one-year options to renew, effective July 1 through June 30, upon further approval of the Board.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Services are needed to ensure proper sanitation levels as required by the Alameda County Health Department. Food Safety & Sanitation Services supplies and services are necessary for these programs. On June 27, 2025, Nutrition Services advertised a Request for Proposal (RFP) #24-159.1NS. Three vendors responded to the RFP. Pacific Support Systems was evaluated and selected on the following criteria: price, delivery and service specifications, ordering systems and reports, service reliability and past performance, safety records and controls, food safety and sanitation education, and inventory management.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$145,500.00

Attachment(s)

- Notice of Intent to Award RFP #24-159.1NS
- OUSD SFSPAC Services Agreement 2025-2026
- Pacific Support Systems RFP #25-159.1NS Food Safety & Sanitation Services Response
- RFP #25-159.1NS Food Safety & Sanitation Services K-12 Meal Program for Nutrition Services



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

August 22, 2025

TO: SFSPac

PROJECT:

**Request for Proposal (RFP) #25-159.1NS
FOOD SAFETY & SANITATION SERVICES K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

The Oakland Unified School District ("OUSD") ("District") has completed its RFP for Food Safety & Sanitation Services.

OUSD intends to award SFSPac. The recommendation to award the bid to SFSPac, will be submitted to our District's Board of Education for final approval.

We thank you for participating in this bidding process and we look forward to working with you and your company.

IMPORTANT: Please reply with the contact person who will oversee the contract process, our team will reach out to discuss details and next steps.

To view additional bids, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**. 2.

Term. The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.

3. **Compensation.**

- a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
- c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
- d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.



Proposed Service Plan - Table of Contents

RFP #25-159 Food Safety & Sanitation Services

Section	Content / Title
1	Executive Summary • Scope of Program • Program Description • Ware Washing Program Description
2	SFSPac® Syllabus • Syllabus of Proposed Service • Support Materials List • Cleaning Detergents and Sanitizer Specifications • Ware Wash Product Specifications • Hand Care Program Specifications • Green Seal™ Information & Certificates
3	References • Sole Source Letter • Reference List • Reference Endorsements • Staff Qualifications • Copy of Credentials - ServSafe™ certificates
4	Forms and Reports • Sample - Site Visit Report (Normally provided digitally) • Sample - Site Verification Report (Normally provided digitally) • Sample - Logs, Forms & Training Materials • Safety Data Sheets
5	Bid Documents • Cost Proposal • Request for Proposal Documents



Executive Summary

For over 50 years, PortionPac Chemical Corporation has delivered safety and sanitation management solutions to a wide variety of industries, including school districts. Our sustainable systems include products and procedures designed to be user friendly and eliminate costly errors.

We developed the SFSPac® Food Safety & Sanitation System in 1992 to focus exclusively on the K-12 school nutrition industry. Our targeted approach and intimate knowledge of school nutrition allows us to provide customers with a standardized program that works within this unique environment. Cleaner, safer kitchens for your employees and customers is the cornerstone of our dynamic program that includes an employee education curriculum and training tools based on best practices and the most current Model Food Code.

SFSPac® service technicians and certified food safety specialists are qualified as ServSafe® instructors, maintain a Level 1 SNA certification, and participate in a factory-certified credentialing program which includes coursework in OSHA Awareness and CPR. Additionally, our staff are required to attend monthly education courses and obtain sufficient Continuing Education Units (CEUs) each year to retain their factory certifications.

The first step to installing the SFSPac® system is to conduct a two/three month introduction phase to help everyone get comfortable with the program. After the introduction phase, our service technicians conduct regularly scheduled site visits to each school serviced in the district to perform a multipoint review of the operation that includes HACCP verification, conduct corrective action training as needed and educate employees about a different topic each month. The service technician will also deliver our environmentally preferred cleaners and supplies, review district specific standard operating procedures, OSHA compliance and cleaning and sanitation procedures. Our OSHA compliant dispensing equipment will be inventoried, maintained and repaired as needed. Before leaving the site, the service technician will meet with the cafeteria manager to share their observations and recommendations to optimize kitchen safety and cleanliness..

SFSPac® service technicians follow up each site visit with an electronic service report to management designated by the district. The site visit report communicates compliance rates across all review areas, any corrective action and scheduled training provided during each visit. Our proprietary software delivers monthly verification of the district's food safety practices and provides **critical** due diligence documentation.

Prior to the end of each school year, the SFSPac® Regional Manager for the district will conduct an annual review with the School Nutrition Director and staff to discuss program successes and identify any areas noted for improvement. The Regional Manager and Director will also review the District HACCP Food Safety Plan and determine if there are any necessary changes.



Executive Summary

Pacific Support Systems, Inc. has over thirty years' experience working with K-12 School Systems and their food safety and sanitation programs. The company was founded in 1993 with a vision to improve food safety and sanitation within the K-12 school industry. Pacific Support Systems is the exclusive provider of the SFSPac® Food Safety and Sanitation System in the N. California, Washington and Oregon markets and has grown to serve thousands of school kitchens in this area. Under this brand, Pacific Support Systems conducts monthly visits to school kitchens providing education, HACCP verification and environmentally preferred products.

The SFSPac® brand is recognized for our comprehensive and targeted food safety and sanitation systems and commitment to K-12 school food service programs. The benefits and services requested by your District to be delivered through our SFSPac® Food Safety & Sanitation System:

- Environmentally sustainable system for safety, water conservation, waste reduction, and recycling
- Simplified fixed cost billing – fewer purchase orders, invoices and less stress
- Pre-measured packaging for exact dilutions
- “Rule-of-One™ Mixing” – one Pac® brand pouch per bottle, sink or bucket
- Reduced storage requirements
- Vertically color coded bottles, SDS, charts and instruction sheets
- Environmentally preferred cleaners
- Green Seal™ certified and NSF registered cleaners
- EPA registered cleaners
- Sanitizer test kits, quaternary or chlorine
- Recycled containers
- OSHA compliant labeling on both pouches and bottles
- System accessories provided: i.e., Pac® cutters, oven scrapers, bottles,
- Bi-lingual procedure and reference guide
- Complete hand care program
- Just-in-time inventory supplied by Service Technician
- Monthly site visits
- Site-based procedures, safety and cleaning detergent mixing and use training
- Computerized verification, service reports
- 24 - hour inventory replacement or assistance response time
- Online training with the SFSPac® Learning Portal, a system that tracks individual learners' progress and includes education approved for both SNA CEU and USDA Professional Standards credits.
- Available for in-service
- MyTerra™ closed loop ware wash program
- Monthly preventative maintenance review on dispensing equipment for ware wash program

Food Safety & Sanitation System

Introduction

SFSPac® is much more than a chemical delivery service. As the most complete sanitation and safety service on the market, we are the premier resource for school nutrition directors to achieve a safe environment for producing and serving food. Our system includes tools, education and support created specifically for school nutrition programs, with a focus on:

- **Employee Education**
- **Ease of Use**
- **Safe Chemical Handling**
- **Food Safety Expertise**
- **HACCP Verification**
- **Documentation**

We also recognize that your needs are always evolving. Our team continually assesses our service and works with the School Nutrition Association, their state affiliates, and membership to learn how we can best be a part of the solution to the many challenges faced by school nutrition professionals.



What We Offer

The SFSPac® system is the most comprehensive food safety and sanitation program available. For one set cost, we offer you the freedom from managerial oversight and deliver a diverse portfolio of education, verification, and sustainable cleaning products.

Included for one set cost:

**Food Safety Plan
Verification**

Education

In-person, virtual and on-demand
Learning Portal CEU/SNA education
on a variety of subjects including:

- Food safety
- Cleaning and disinfection skills
- OSHA HazCom compliance
- HACCP required SOPs
- SFSPac® 101 for new hires

Safety

**Sanitation Supplies
& Inventory
Management**

Sustainability

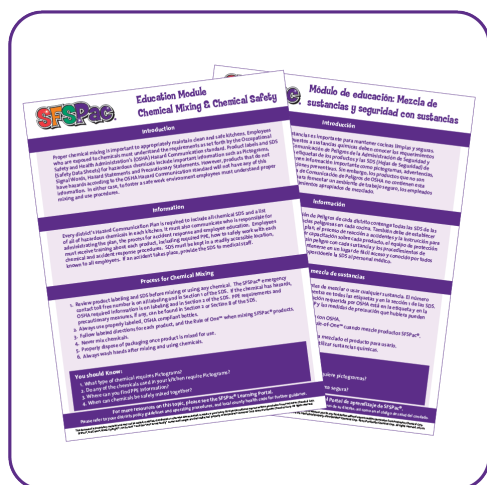
EDUCATION

Education is the cornerstone of the SFSPac® system. We support your efforts to serve safe, nutritious meals with our on-the-spot corrective action training and routine education module instruction.

Our verification process allows us to provide corrective action before an improper procedure becomes habit. We also use the data we collect to create an annual education module curriculum that is provided by your SFSPac® Food Safety Specialist.



SFSPac® Education Tools



Education Modules

Relevant food safety & sanitation lessons

SNA CEU approved

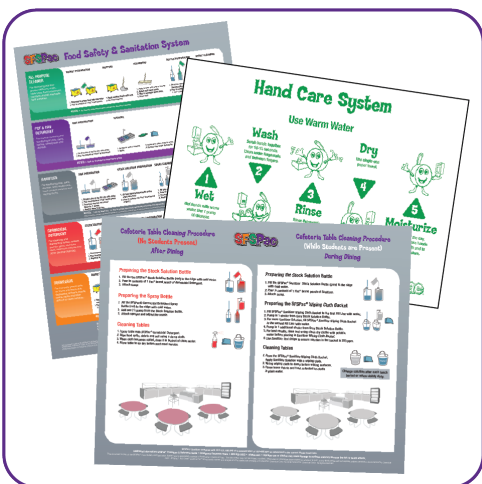
USDA Professional Standards credit

P&R Guide

Color-coded SDS

Mixing and cleaning procedures

English & Spanish



Posters, Charts & Logs

Easy-to-understand instruction

Color-coded system

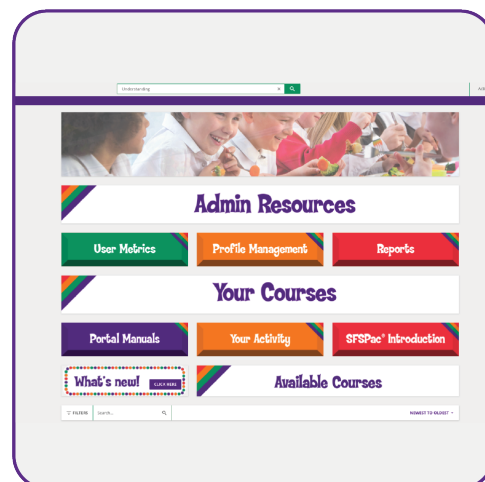
English & Spanish

Learning Portal

Everything in the P&R Guide and more

On-demand Education Modules

New hire on-boarding resource



SUSTAINABLE SOLUTIONS®

Sustainability is often defined as “people, planet and profit”. SFSPac® achieves this goal throughout our system.



Properly filled sinks + Proper procedures =
Fewer sink changes and reduced water use



- Conserves natural resources: Concentrated product means less packaging and transportation impacts

- Protects human & environmental health: Product is non-toxic to humans and the environment and has minimal VOCs
- Demonstrates stewardship: Meets social responsibility and sustainable manufacturing requirements
- Reduces waste: Packaging is refillable, significantly minimized, recyclable, or contains post-consumer content
- A green product that works: Evaluated for effective performance



High concentrates +
pre-measured =
thousands of pounds less plastic
and cardboard waste.

SFSPac
Authorized Provider

HACCP VERIFICATION SERVICE VISIT

The SFSPac® 8-Step Service Call ensures each school kitchen receives the tools, education and support to safely serve food.

At the end of each service visit, a verification report is generated and sent to your designees within 24 hours.

8-Step Service Call



SAFETY

The SFSPac® brand was created by PortionPac Chemical Corporation, a cleaning chemical manufacturer with more than 50 years of experience developing sanitation products and systems focused on health and safety.

Food Safety: SFSPac® food safety specialists reinforce ServSafe™ principles and help the district comply with USDA and FDA regulations.

Hand Care: Our Green Seal® certified MyTerra® hand wash is designed for food service using FDA and CDC recommendations.

Standardization: When everyone in the district performs the same task with the same procedures and tools, guesswork and inefficiency are eliminated.

Product Safety: SFSPac® has invested in developing product formulations with user safety as our foremost concern. Benefits include:



DOCUMENTATION

SFSPac® Food Safety Specialists follow up each site visit with an electronic service report sent to management designated by the district. The site visit report communicates compliance rates across all review areas, any corrective action performed, and scheduled training provided during each visit. Our proprietary software delivers monthly verification of your district's food safety practices and provides critical due diligence documentation.



SFSPac
Food Safety & Sanitation System

Site Visit Report

District: Sample Public Schools

Site Name: Sample School
808 Bacon Street, Sample, GA

Day Serviced: Monday from 08:49 to 09:25

Sample Route 3

Reference ID - 19969

Site Contact: Regina Milk

Service Tech: Jimmy Alexander

Service Date: 11/18/17

Areas of Review 1 - 9

Compliant----- Formalized Training Education Modules and Quizzes

- Educated staff the proper use of Food Handler Gloves.
- Reviewed H.A.C.C.P. Principles related to proper food preparation.

Compliant----- Verification of Specialized Training and Education

- Site Manager is keeping SFSPac Educational Module roster on file.
- Staff are participating in SFSPac Education Module.

Compliant----- Personal Hygiene

Compliant----- Dry Storage

Compliant----- Cold Storage Equipment Temperature Log

- Equipment temperature logs current.

NON-Compliant----- Cold Storage Equipment

- Gaskets need cleaning/replacement.
- Recommended proper procedures for cleaning and maintaining cold holding equipment.
- Reminded staff to clean refrigerator/freezer shelves.
- Reminded staff to sweep debris in walk in.

Compliant----- Hand Washing Procedures and Hand Washing Areas

- Hand washing station(s) are accessible, equipped and properly maintained
- Refilled hand soap dispenser.

Compliant----- Food Handler Gloves

- Observed Food handler gloves being used correctly during food preparation.

Areas of Review 10 - 16

Compliant----- Thermometer Sanitizer Cup

- Sanitizer tested correctly per manufacturer's specifications.

Compliant----- Thermometer Calibration and Documentation

- Thermometer calibration is correct.

Compliant----- Wiping Cloth Buckets

- Wiping cloths stored properly

Compliant----- Sanitizer Strength in Wiping Cloth Buckets

- Staff are documenting the test
- Tested sanitizer in bucket. Test results are correct.

Compliant----- Sanitizer Strength in Bottle

- Sanitizer bottles tested correctly
- Staff are documenting the test

NON-Compliant----- Food Preparation Area and Equipment

- Areas above eye level (tops of cabinets, etc.) need cleaning.
- Ceiling intake/outtake vents need cleaning.
- Ceiling tiles need cleaning.
- Ceiling vents need cleaning.
- Hood surround dusty/dirty and need cleaning.
- Ledges/lips of preparation table need cleaning.
- Wall mounted fans need cleaning.
- Walls need cleaning.

Areas of Review 17 - 25

Compliant----- Cooking

- Staff recording end point cooking temperatures

Compliant----- Ovens

- Ovens clean and in good condition





MyTerra™ Mechanical Ware Wash System

The MyTerra™ Ware Wash System is offered the same way as the SFSPac® Food Safety and Sanitation System. When you partner with SFSPac® and include the MyTerra™ System, for one set cost you receive installation, service, education and support along with our state of the art products.

REGULAR SERVICE VISITS

During each SFSPac® verification service visit, your food safety specialist will perform a comprehensive service check and inspection survey of the machine and use procedures. This includes compliance verification with your food safety program and standard operating procedures. Specialists will also answer any questions from staff, provide training and organize and refill product inventories.

Documentation

Complementing your standard SFSPac® verification reports, dish machine compliance, non-compliance and corrective actions are also compiled in our proprietary reporting software. Detailed reports that document the visit and illustrate the kitchen's progress are sent to the school nutrition director after each visit.

EDUCATION TOOLS

Education Modules - We have developed and teach education modules focused on proper use of our ware wash chemicals along with strategies to maximize the life and effectiveness of your ware wash equipment. A preliminary curriculum of education is also provided after initial installation including correct operation and maintenance, proper racking, deliming procedures, appropriate workflow, sanitary loading and unloading, and maintenance checkpoints.

Posters & Logs – Everything your staff needs to properly run an effective ware washing program is included with the MyTerra™ system. Logs and procedural posters are installed in each kitchen by our food safety specialists. Tools are color coded, feature English and Spanish language instructions and include easy to understand pictures.

SAFETY

Mechanical ware wash products are hazardous in their concentrated form. While we are working on safer solutions, such as our EPA Safer Choice certified options, we have also added additional safeguards to prevent contact when handling these products.



MyTerra™ Mechanical Ware Wash System

Proprietary Dispensing System

MyTerra™ dispensers and product containers utilize a closed loop control system. That means chemical is not dispensed until the product is safely in the rack and our proprietary cover is securely attached, thereby eliminating the potential for exposure to employees. To further ensure employee safety, SFSPac® loans and maintains our equipment at no charge to the district.





Section 2

SFSPac Syllabus



Syllabus of Proposed Service

The **SFSPac® Food Safety & Sanitation System** was developed in 1992 to provide School Nutrition departments with a streamlined and convenient way to remotely manage sanitation and food safety at the site level. Today we are the leading school food safety & sanitation verification service.

SFSPac® proposes to provide all the services and items included on this document in response to RFP #25-159NS Food Safety and Sanitation Service. The following goods and services are an integral part of the SFSPac® Food Safety & Sanitation System.

Communication & Service

- A Master Schedule is provided prior to service at each site.
- Service visits occur on a 30 working-day rotation.
- Service visits include:
 - Follow-up on education from previous visit
 - Comprehensive 48 point kitchen operation review
 - HACCP compliance and verification
 - Cleaning and maintenance
 - OSHA HazCom compliance
 - Hands-on product demonstrations
 - Replenish supplies
 - Maintain OSHA compliant labeling and accessories – replaced as needed
 - Document corrective action education
 - Communicate services and education provided with person in charge of the site
- An electronic report is sent to the Child Nutrition Director following each visit. Reports reflect service, education and time devoted to each site, including the scheduled Education Module that was presented and reviewed.
- Additional education or service needs will be responded to in a maximum 48 hour period.
- Service will be extended to all sites open for Summer Feeding and schools with year-round schedules upon request.

Education

- All SFSPac® education is based on industry best practices:
 - HACCP principles
 - Safe food handling practices
 - FDA and USDA regulations
 - Proper cleaning and disinfection
 - OSHA HazCom compliance



Syllabus of Proposed Service

- The SFSPac® Education provided during each visit is approved for Continuing Education Units (CEUs) from the School Nutrition Association (SNA) and allows staff to achieve USDA Professional Standards requirements.
- In addition to in-person and online standardized sanitation education, each site will receive a customized SFSPac® Procedure & Reference guide that provides general kitchen practices, cleaning material mixing and use instruction charts, SDS, sanitizer logs, temperature logs, and equipment cleaning procedures.
- To help reinforce in-person education, online education is included in the program. Your staff can access the SFSPac® Learning Portal anytime, and Directors can track their staff's progress online.

Materials

SFSPac® will provide environmentally preferred cleaning detergents, sanitation tools and education to help maintain proper levels of sanitation to the number of sites in the district as requested by the Oakland Unified School District RFP #25-159 and the County Health Department.

SFSPac® liquid cleaning detergents are manufactured in the U.S.A. in pre-measured portion-controlled Pac® brand pouches. Package labeling has clear dilution and use instructions in English and Spanish. Detergents dilute instantly in hot or cold water, make an effective cleaning solution which leaves no film or residue, and will not stain or discolor equipment when used at recommended proportions. SFSPac® cleaning detergents are biodegradable, butyl free, acid free, phosphate free and carcinogen free. SFSPac® cleaning detergents are Green Seal™ certified or are in the process of seeking certification under available protocols.

List of materials and accessories provided and replenished at all sites:

ITEM #	SFSPac® Cleaning Materials
SFS5	Green Seal™ All Purpose Cleaner
SFS14	Green Seal™ Certified Heavy Duty Pot and Pan Detergent
SFS17	EPA Registered Sanitizer
SFS30	Green Seal™ Multi-Purpose Degreaser/Oven Cleaner
ITEM #	My Terra® Dish Machine Materials
MT402	My Terra® Safer Choice Wash
MT453	My Terra® Safer Choice Rinse Drying Agent
MT552	My Terra® Safer Choice Delimer
	Dema Detergent Dispensers for all Dish Machine Product



Syllabus of Proposed Service

ITEM #	Hand Care Program
MT101	My Terra® Hand Wash Foam
MT201	My Terra® Hand Lotion
	Handcare Dispensers & Labels
ITEM #	SFSPac® Ancillary Items
FS1032	All-Purpose 32 oz Green Spray Bottle
FS1532	Heavy Duty Pot and Pan 32 oz Squeeze Bottle
FS1732	Sanitizer 32 oz Spray Bottle
FS1764	Sanitizer 64 oz Stock Bottle
FSBUC	Sanitizer Bucket
AS00002	Sanitizer Thermometer Cup
FS3016	Degreaser/Oven Cleaner 16 oz Bottle with Foaming Sprayer
FS3032	Degreaser 32 oz Spray Bottle
FS0017	Pac Cutter with tie
AT00015	Fill To Sink Marker (Wash)
AT00016	Fill To Sink Marker (Rinse)
AT00017	Fill To Sink Marker (Sanitize)
AT00018	Food Prep Sink Marker
L000116	Test Strip Procedure Poster (Bi-Lingual)
AS0QT40	Sanitizer Test Strips
L000073	Product Mixing & Usage Chart (Bi-Lingual)
L000010	Manual Dishwashing Instruction Chart (Bi-Lingual)
L000011	Hand Washing Chart/Signage (Bi-Lingual)
L000133	Table Cleaning Procedure Chart (Bi-Lingual)
L000137	My Terra® Dish Machine Instructional Poster (Bi-Lingual)
L000129	My Terra® Delimer Poster (Bi-Lingual)
SDS	Safety Data Sheets (located in P&R Guide)
SANILOG	Sanitizer Log (located in P&R Guide)
E000008	SFSPac® Procedure and Reference Guide (Bi-Lingual)
E000006	SFSPac® Education Video (Bi-Lingual)
AS00001	Oven Scrapers
LOSPRE	SFSPac® Online Learning Portal
EDMOD	SFSPac® Education Module Calendar



Food Safety & Sanitation System

Cleaning Detergents

SFSPac[®] cleaning detergents are the perfect companion to our food safety education and verification program. Designed to offer the features most important to school nutrition professionals, SFSPac[®] cleaners are the leading pre-measured solution for a food safe environment.

The constraints of your kitchen and the daily challenges facing your staff are our primary concern. SFSPac[®] cleaners offer the smallest storage footprint of any sanitation solution and an unparalleled ease of use.

Simplified Mixing

Mixing one Pac[®] brand pouch to a container eliminates the math and guesswork associated with bulk materials, resulting in safer and more accurate use of cleaners. Simply fill containers to their proper level with water, open one Pac[®] brand pouch and pour.

Color-coded and Bilingual Instruction

Color-coded products, labels, bottles and SDS make it easy to train, control and document use. A green formulation, such as SFSPac[®] All Purpose Cleaner, has a green label and green bilingual spray bottle with SDS printed on green paper. Bilingual instructions and procedure charts help ensure accurate, productive use.

Safer Formulations

Green Seal[™] certified and EPA-registered formulations that avoid the hazardous criteria set forth by the OSHA HazCom Standard. That means proven effectiveness without the need for school nutrition professionals to learn any pictograms, hazards or precautionary statements. In addition, all SFSPac[®] cleaning detergents meet or exceed the California Air Quality Control Board (CAB) Standard.

Comprehensive Compliance

SFSPac[®] utilizes pre-screened spray bottles and mixing containers for use with each cleaner. All containers comply with all OSHA HazCom Standard requirements and display mixing instructions in both English and Spanish. We also supply and post in each kitchen bilingual wall instruction charts detailing proper mixing and use instructions. Safety Data Sheets will be supplied for all products and an audit of potentially hazardous chemicals is performed at each site as required by the OSHA HazCom Standard.



SFSPac® Pot & Pan Detergent

Cuts through the toughest grease with high sudsing, long-lasting cleaning power to give pots, pans and other utensils a bright, clean luster. Requires a potable water rinse following use on food preparation or serving surfaces. Each pre-measured Pac® brand pouch makes a one quart bottle of concentrate or 12 gallons of usable wash solution for compartment sinks.

- * Green Seal® certified & NSF registered
- * Non-staining, residue free formulation
- * Instant dilution in hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA A1 rating requirements



SFSPac® All Purpose Cleaner

Multi-purpose cleaner perfect for everyday cleaning tasks. Excellent for removing soil, grease and other substances on floors, walls, table tops, counters and all washable hard surfaces. Requires potable water rinse if used on food preparation surfaces. Each pre-measured Pac® brand pouch makes a one quart spray bottle or 2 gallons of mopping solution.

- * Green Seal® certified & NSF registered
- * Non-staining, residue free formulation
- * Instant dilution in hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA A1 rating requirements





SFSPac® Degreaser

Highly concentrated formulation designed for heavy duty cleaning and degreasing of ovens, fryers, hoods, ranges, floors and other difficult to clean surfaces. Each pre-measured Pac® brand pouch makes a one quart spray bottle or 4 gallons of mopping solution.

- * Green Seal® certified & NSF registered
- * Non-staining, residue free formulation
- * Instant dilution in hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)



SFSPac® Sanitizer

EPA-registered quaternary ammonium sanitizing agent for use in manual ware-washing applications, to sanitize pots, pans, utensils, fixed equipment, food contact surfaces, and wiping cloths. Each pre-measured Pac® brand pouch makes 64 quart spray bottles, one bucket for wiping cloths or 17 gallons usable solution for compartment sinks.

- * EPA-registered
- * No potable water rinse required
- * Instant dilution in hard or soft water
- * Not affected by freezing
- * Use concentration of at least 200 ppm active quaternary ammonium
- * Test strips supplied at no additional charge
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA D2 rating requirements





Ware Wash Product Specifications

My Terra® Dish Machine Detergent

This quick rinsing detergent quickly emulsifies greasy soils for easy removal. Packaged in 1 gallon containers.

- No phosphates
- Effective at high and low temperatures
- Effective in hard or soft water



My Terra® Pot Washer Detergent

This quick rinsing detergent quickly emulsifies food particles and oily soils for easy removal. Packaged in 1 gallon containers.

- No phosphates
- Effective in hard or soft water
- Safe for use on aluminum sheet pans and wares



My Terra® Rinse Additive HW

Speed up drying time and experience consistently spot free plastic ware, glass, and stainless wares. Packaged in 1 gallon containers.

- Effective at high and low temperatures
- Designed for optimum effectiveness with hard water





Ware Wash Product Specifications

My Terra® Delimer/Descaler

Formulation quickly rids dish machine surfaces of scale and lime formations from hard water precipitates. Packaged in 1 gallon containers.

- Intended for dishmachine interiors only.
- Not for use on exterior surfaces or any other non-dishmachine use



My Terra® Low Temp Sanitizer

Designed to deliver 50 ppm available chlorine for use in low temp dishmachines as a final rinse sanitizer.

- For low temperature applications
- Effective in hard or soft water





Hand Care Program Overview

Hand hygiene is essential to food safety because it reduces the transmission of foodborne illnesses and other pathogens. We understand the barriers to good hand hygiene in K-12 food service environments which range from staff training, irritating hand care products to unmaintained and broken dispensers. The MyTerra® hand care program was designed to provide the hand care tools you need without the same burdens of ordering, training, inventory, dispensers and maintenance.

Like the SFSPac® Food Safety and Sanitation System, the MyTerra® hand care program is installed and completely maintained by our team who also provide hand care education and reinforce it with hand wash posters at each sink as a reminder every time hands are washed. Our MyTerra® dispenser works with all of our products from hand wash to sanitizers and lotions. Our liquid products are dispensed in a rich foam, preventing the leaks and drips of traditional dispensing systems. And while the hand washing process is much more important than the product used, we believe hand wash quality also has an impact so wherever possible, our products have been formulated to be non-irritating and free of harsh ingredients, dyes and OSHA HazCom Hazards.





Hand Wash Specifications

MyTerra® Hand Wash Foam

Our state of the art MyTerra® hand wash foam contains no harsh ingredients, dyes or OSHA HazCom Hazards.

- * No OSHA HazCom hazards
- * No Skin Irritants
- * Low Fragrance
- * Biodegradable
- * Green Seal® Certified & NSF Registered
- * Available in 1000 mL dispenser bag



MyTerra® Food Handler Wash Foam

Food Handler Wash Foam is an antimicrobial hand soap effective against bacteria common to food production environments while still leaving hands soft.

- * Meets former USDA E-2 criteria
- * Antimicrobial
- * OSHA HazCom eye irritant
- * Available in 1000 mL dispenser bag





Hand Lotion Specifications

MyTerra® Skin Coat

Skin Coat is formulated for institutional use and protects hands during frequent hand washing.

- * Pre-work skin lotion
- * Silicone and petroleum free
- * Balanced non-greasy formula
- * OSHA HazCom hazard free
- * Available in 500 mL dispenser bag



MyTerra® Hand Lotion

Our hand lotion is designed to heal rough, cracked and dry skin and contains moisturizing ingredients aloe vera and lanolin.

- * Contains aloe vera and lanolin
- * Silicone free
- * Balanced non-greasy formula
- * OSHA HazCom hazard free
- * Available in 1000 mL dispenser bag



Leader in Sustainability

Specialty Cleaning Product

Independently certified under

Green Seal Standard GS-53



- **Conserves natural resources:** *Concentrated product means less packaging and transportation impacts*



- **Protects human & environmental health:** *Product is non-toxic to humans and the environment and has minimal VOCs*



- **Demonstrates stewardship:** *Meets social responsibility and sustainable manufacturing requirements*



- **Reduces waste:** *Packaging is refillable, significantly minimized, recyclable, or contains post-consumer content*



- **A green product that works:** *Evaluated for effective performance*

For more information visit www.GreenSeal.org



Green Seal,™ Inc. Proudly Presents Certification to PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37) and is licensed to use the Green Seal Certification Mark:

SFSPac All Purpose Cleaner
(specific package sizes listed in certification letter)

Recertified this 27th day of March, 2015.

Recertified July 19, 2010.

Originally certified February 3, 2006.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



Green Seal,™ Inc. Proudly Presents Certification to

PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Specialty Cleaning Products for Industrial and Institutional Use (GS-53) and is licensed to use the Green Seal Certification Mark:

SFSPac Pot & Pan Detergent
(specific package sizes listed in certification letter)

Recertified this 27th day of March, 2015.
Originally certified September 25, 2012.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



Green Seal,™ Inc. Proudly Presents Certification to PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37) and is licensed to use the Green Seal Certification Mark:

SFSPac Degreaser

(specific package sizes listed in certification letter)

Certified this 12th day of May, 2015.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



Green Seal,[®] Inc. Proudly Presents Certification to

PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Hand Cleaners for Institutional Use (GS-41A) and is licensed to use the Green Seal Certification Mark:

MyTerra[®] Hand Wash Foam
(specific package sizes listed in certification letter)

Certified this 4th day of January 2019.

A handwritten signature in black ink, appearing to read "Doug Gatlin", is written over a horizontal line.

Doug Gatlin, CEO



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of the NSF Nonfood Compounds Registration Program

This is the Official Listing recorded on January 14, 2019.

PortionPac Chemical Corporation
400 North Ashland Avenue
Chicago, IL 60622
312-226-0400

Product Designation	Registration Number	Category Code
CorrectPac® All Purpose Cleaner	158357	A1
CorrectPac® Degreaser	158062	A1
CorrectPac® Pot & Pan Detergent	158064	A1
MyTerra® Hand Wash Foam	157967	E1
SFSPac® All Purpose Cleaner	155838	A1
SFSPac® Degreaser	155839	A1
SFSPac® Pot & Pan Detergent	155840	A1
SFSPac® Power Wash Dish Detergent	158447	A1

A1 Compounds for use as a general cleaner.

E1 Handwashing products.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

1 of 1



Section 3

References



Division of PortionPac Chemical Corp.

SFSPac Food Safety & Sanitation System

PO Box 2190

Oak Park, IL 60303

(312) 226-0400

Fax (312) 226-5400

sfspac.com

5/8/2025

To Whom It May Concern,

PortionPac Chemical Corporation has offered child nutrition departments the benefits of the SFSPac® Food Safety & Sanitation System since its development in 1993. Our proprietary system may be procured solely through an exclusive distribution network of authorized providers operating within set territories.

Pacific Support Systems located in Lynnwood, Washington is the sole distribution source of the SFSPac® Food Safety & Sanitation System for; Washington, Oregon, and Northern California. Tim Harkleroad of Pacific Support Systems has remained in good financial standing since 2002. Tim Harkleroad is the point of contact for Pacific Support Systems, and can be reached at 206-396-7815.

Should you have any questions, please contact me at 800-289-7725 ext. 5252.

Sincerely,

Chuck Ainsworth

Chuck Ainsworth
SFSPac® Director of Business Development

cc: Tim Harkleroad



SFSPac Food Safety & Sanitation System. A "Pac" Family" Division of PortionPac Chemical Corporation.





Client References – Confidential

The following is a partial list of Pacific Support Systems - SFSPac® clients who have the Food Safety & Sanitation System in place. PortionPac® Chemical Corporation, with their exclusive SFSPac® Distribution Network, services thousands of schools in 35 states throughout the country and can furnish additional references upon request.

Dr. Betty Crocker, RDN, SNS

Director III

Lodi Unified School District

1305 E Vine Street

Lodi, CA 95240

Tel: 209-331-7155

Email: bcrocker@lodiused.net

Aaron Smith

Director of Nutrition Services

Seattle Public Schools

2445 3rd Ave S

Seattle, WA

Tel: 206-252-0685

Email: aasmith@seattleschools.org

Ben Dandeneau

Senior Director Nutrition Services

Portland Public Schools

501 N Dixon Street

Portland, OR 97227

Tel: 503-916-3275

Email: bdandene@pps.net



**PACIFIC
SUPPORT
SYSTEMS**
PROUDLY SERVING THE SCHOOL
NUTRITION INDUSTRY SINCE 1993



1-800-704-7487



Customer Endorsements

We've been working with Pacific Support Systems since 2007 and they are truly phenomenal. The customer service they provide takes them well above all other companies. If we have questions or concerns, they respond immediately - it is rare for them to take even 24 hours to respond to us. The reputation of the company allows me to have no worries at audit time – the auditors hear SFSPac, give us a gold stamp and move on. Having them on our team goes way beyond just chemicals and sanitation. They monitor the kitchens, train staff, order product and repair the equipment as needed. With the growing demand for environmental awareness - I feel we are in the forefront for our schools by using their brand and training to do our part.

Heather Mann/Renton School District

Pacific Support Systems and SFSPac was here when I came on board 10 years ago and they are still here because they have alleviated so many worries from my position. They offer so much more than just chemicals! Tim, and his entire team, are extremely customer service oriented. Responsive to any need or question and always on the ball. Monitoring, ordering, excellent cutting edge products, training and equipment checks make this a worry free zone for me. They are well worth the expense for any district.

Alicia Neal/North Thurston Public Schools

I brought Pacific Support Systems to my district as we wanted to change direction to focus on a safer, cleaner environment and more emphasis on staff education. Their excellent customer service combined with the monthly monitoring and training have exceeded my expectations which were quite high. The overall benefits justify the cost. The machine maintenance prolongs the life of our equipment, the training keeps my team focused and confident and they are always there when I need them. Again, the customer service is exemplary and their shared knowledge has made a difference in our district.

Ariane Shanley/South Kitsap School District

I used SFSPac in my previous district, so I knew their products were sustainable and not harsh - which is why I asked for them when I moved here four years ago. I now have total confidence in Tim and his staff - they have my complete trust and are a valuable asset to me. They are another set of eyes in my kitchens and the staff enjoys working with them and respond positively. Their quick response time (always within 24 hours), the ease of product usage (exceptionally user friendly), the confidence that my staff and children are safe - these top benefits make the program well worth the investment.

Gitta Grether-Sweeney/Portland Public Schools



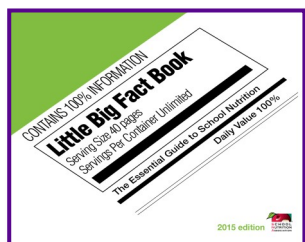
Who We Are

Management Team

Experienced and in touch with the market, several of our managers were in the industry prior to the creation of the SFSPac® brand over 25 years ago. All have been with us for a decade or more. Our team members currently serve, or have previously, on National and State School Nutrition Association Boards and are active within the communities of our customers. We lead by example and you will come to know that very quickly when you work with us. Every member of the team from manager to specialist will work directly on an issue with anyone on your staff who needs our assistance.

Factory Certified Food Safety Specialists

Our specialist team is in your kitchens to make sure that the policies you have in place and the regulatory requirements you must meet are routinely applied. It's like having an additional supervisor in the field whose focus is exclusively sanitation and safety. This means we must be educated about your business and the challenges you face. That is why we start every new employee with a learning program based on the School Nutrition Association's, "The Big Little Fact Book". Specialists are also offered industry specific education throughout the year and attend conferences to talk with customers and other school nutrition professionals about what matters most.



Our field team is required to achieve Factory Certified status within their first year of employment. They must also maintain their certification through pre-approved annual CEU's. In addition to learning the SFSPac® program cleaning procedures and education modules, some of the required courses include ServSafe™ certification, HACCP compliance and OSHA compliance.





CERTIFICATE NO.
7835651

Certified ServSafe® Instructor & Registered ServSafe® Examination Proctor

TIMOTHY HARKLEROAD

**has successfully completed the following requirements for becoming a
Certified ServSafe® Instructor and Registered ServSafe® Examination Proctor:**

- Maintaining a current ServSafe Food Protection Manager Certification*
- Completing the Online Instructor and Proctor Tutorials
- Passing the ServSafe Online Advanced Test
- Agreeing to comply with the Performance Standards

5/8/2025
DATE OF APPROVAL

5/8/2028
DATE OF EXPIRATION

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

*This certificate is confirmation of your dual role status as a Certified ServSafe Instructor and as a Registered ServSafe Examination Proctor. This is NOT a ServSafe Food Protection Manager Certification and should not be conveyed as one. You must maintain a current ServSafe Food Protection Manager Certification in order to retain your Certified ServSafe Instructor and ServSafe Examination Proctor status. Ongoing requirements to maintain your status as a Certified ServSafe Instructor and Registered ServSafe Examination Proctor may be introduced at a future date.

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ServSafe® CERTIFICATION

NICHOLAS VOGT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)–Conference for Food Protection (CFP).

25989261

CERTIFICATE NUMBER

10882

EXAM FORM NUMBER

7/29/2024

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

7/29/2029

DATE OF EXPIRATION



#0655


Sherman Brown
Executive Vice President, Business Services



ServSafe® CERTIFICATION

SERENA SALAZAR

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)–Conference for Food Protection (CFP).

26687079

CERTIFICATE NUMBER

10886

EXAM FORM NUMBER

12/20/2024

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

12/20/2029

DATE OF EXPIRATION



#0655

A handwritten signature in blue ink that reads "Sherman Brown".

Sherman Brown
Executive Vice President, Business Services



ServSafe® CERTIFICATION

STEPHEN TOMASSI

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

21176417

CERTIFICATE NUMBER

10752

EXAM FORM NUMBER

10/22/2021

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10/22/2026

DATE OF EXPIRATION



#0655

A handwritten signature in brown ink that reads "Sherman Brown".

Sherman Brown
Executive Vice President, National Restaurant Association Solutions





Section 4

Forms and Reports



This Summary Report confirms the schools serviced during the date range below. Schools that have notes below their header may indicate an area of concern, or non compliance, that may require your attention and follow-up. Click on the "Detail Report" to view a complete recap that includes training and services provided.

You may also click on the "Detail Report for all Schools," or the "Summary of Non Compliance" in the upper right corner of this report to view this information in that format.

Oakland Unified S.D.

Service Dates 09/01/2022 - 09/30/22

Elementary		Unified S.D.		09/08/22	
In: 08:41 AM Out: 09:56 AM		Serviced by Stephen		Detail Report	
4. HACCP VERIFICATION				C	NC NA
Refrigerator Log					✓
3.) Logs are inconsistent. Reminded staff of importance.					
Freezer Log					✓
1.) Logs not up to date.					
Service, Education & Training Provided					
HACCP/Food Safety Service					
• Reviewed temperature logs in association with HACCP Program.					
SFS Education Module-Service					
• Delivered and reviewed the Education Module Calendar.					
SFS Sanitizer-Service					
• Tested Sanitizer spray bottles with QT-40 Test strip, concentration in compliance with manufacturer recommendations (150-400 ppm).					
• Tested Sanitizer/wiping cloth buckets with QT-40 Test strip, concentration in compliance with manufacturer recommendations (150-400 ppm).					
• Verified SFSPac Sanitizer test strips are present and ready for use.					
SFSPac General-Service					
• Cleaned and organized material storage area and delivered additional quantities of supplies.					
• Refilled and cleaned all SFSPac bottles as needed.					
• Verified all SFSPac materials properly mixed and Instructional Charts posted.					
HACCP/Food Safety-Training					
• Reviewed SOP's (Standard Operating Procedures) in association with HACCP Program.					
• Reviewed temperature taking procedures and all temperature logs in association with the HACCP program.					
Hand Care-Training					
• Noticed staff member(s) not wearing gloves when handling ready-to-eat food. Brought to their attention and trained on the importance of this per the current Food Code.					
• Reminded staff to wash hands and change gloves after each new task.					
SFS Education Module-Training					
• Reviewed proper documentation procedures for CEU's and Professional Standards training through SNA and USDA with the SFSPac Education Modules.					
• Reviewed with Staff the September 2022 SFSPac Education Module- Thermometers and Calibrations.					
• Trained/reviewed when to calibrate thermometers; when dropping them or using the thermometer to take the temperature of extremely hot or cold food.					
SFS General-Training					
• Reviewed the location and use of the 1-800 service number.					
SFS Sanitizer-Training					
• Reviewed proper procedure for testing the sanitizer strength and instructed staff to follow instructions on back of test strips package and test strip Instructional chart posted in kitchen.					
• Reviewed proper procedures for washing, rinsing and sanitizing food contact surfaces.					

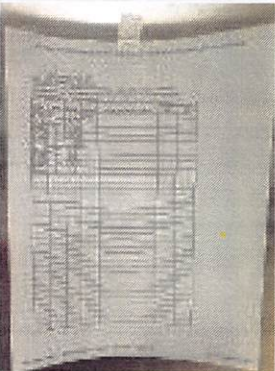
Pictures



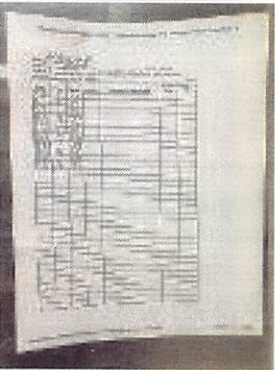
Sanitizer spray bottle tested correctly.



Logs are not current, reminded staff to record them daily.



Logs are not current, reminded staff to record them daily.



Logs are not current, reminded staff to record them daily.

C = Compliant | NC = Non-Compliant | NA = Non-Applicable

ABC High

ABC Joint U.S.D.

05/27/25

In: 10:11 AM Out: 10:50 AM

Serviced by Stephen

	C	NC	NA
3.0 Sanitation - Entrance			
1.) Dumpster Area	✓		
2.) Dock or Receiving Area	✓		
3.) Door Properly Closed	✓		
3.1 Sanitation - Kitchen Set UP	C	NC	NA
1.) Hand Washing Stations	✓		
1.A.) Supplies (Soap/PT/Chart)	✓		
1.B.) Hot Water	✓		
1.C.) Cleanliness	✓		
10.) Proper Food Handling	✓		
11.) Serving Lines	✓		
11.A.) Stainless Steel Appearance	✓		
11.B.) Serving / Customer Areas	✓		
11.C.) Food Prep. / Non-Customer Areas	✓		
12.) Floors - Sweeping	✓		
13.) Floors - Cleanliness	✓		
14.) Mop Room & Sink Area	✓		
2.) Restrooms	✓		
2.A.) Supplies (Soap/PT/Chart)	✓		
2.B.) Hot Water	✓		
2.C.) Cleanliness	✓		
3.) Food Storage - Dry	✓		
4.) Food Storage - Freezer		✓	
1.) Notified manager that food items were being stored on the floor of their walk in freezer. Reminded manager that nothing should be stored on the floor.			
			
5.) Food Storage - Refrigerator		✓	
			
A couple areas inside the walk-in refrigerator that need cleaned, brought it to the managers attention.			
6.) Cooking Equipment	✓		
7.) Non-Cooking Equipment	✓		
8.) Food Preparation Areas	✓		
9.) Thermometer Use			✓
2.) Staff not taking temperatures during time of service call.			



Food Safety, Sanitation, and HACCP Verification
Site Visit Details

ABC High

ABC Joint U.S.D.

05/27/25

In: 10:11 AM Out: 10:50 AM

Served by Stephen

3.2 Sanitation - Usage and Safety	C	NC	NA
1.) Mops, Brooms, Buckets	✓		
10.) First Aid Kit	✓		
11.) Fire Extinguishers	✓		
12.) Hoods/Vents/Exhaust Systems	✓		
2.) Proper Chemical Storage	✓		
4.) Sanitizer Usage / Proper Strength	✓		
4.A.) Sanitizer Spray Bottle	✓		
4.B.) Sanitizer Bucket	✓		
4.D.) Wiping Cloths Properly Stored	✓		
4.E.) Sanitizer Test Strips Available	✓		
5.) Proper Chemical Mixing	✓		
7.) SDS	✓		
8.) SFSPac Procedure Guide Available	✓		
9.) Personal Protective Equipment(PPE)	✓		

3.3 Sanitation - Personal Hygiene	C	NC	NA
Gloves Used When Serving			✓
1.) No customers were being served during time service call took place.			
Gloves Used When Prepping	✓		
Hair Nets / Restraints	✓		
Aprons / Uniforms	✓		
Hand Washing	✓		

3.4 Sanitation Verification - Ware Wash	C	NC	NA
1.) Dish Room Area	✓		
2.) Loading / Unloading	✓		
3.) Exterior Areas	✓		

3.5 MyTerra Ware Wash Customer	C	NC	NA
1.) Faucets & Fixtures	✓		
10.) Wash Temperature	✓		
11.) Final Rinse Temperature	✓		
12.) Rinse Pressure	✓		
13.) Surface Temperature	✓		
15.) WW Instructional Chart	✓		
16.) Deliming Instructions & Goggles	✓		
2.) Tables	✓		
3.) Pre-Scrapping	✓		
4.) Racking	✓		
6.) Wash Arms	✓		
7.) Scrap Trays	✓		
8.) Rinse Jets	✓		
9.) Racks	✓		

4. HACCP VERIFICATION	C	NC	NA
Refrigerator Log	✓		
Freezer Log	✓		
Sanitizer Log	✓		

Dishmachine Temperature and Pressure Measurements			
Wash Tank Temp: 154.0			
Final Rinse Temp: 189.0			
Rinse Pressure: 35.0			

Service, Education & Training Provided			
HACCP/Food Safety Service			
• Reviewed temperature logs in association with HACCP Program.			



SFSPac® 2025-2026 Learning Plan – SFSPac® Education Modules

Professional Standards Education Time

Education Module Topic	Time
July: How to Use Education Modules (IP)	15 Minutes
August: Back to School Best Practices (IP)	15 Minutes
September: Health Inspection Do's and Don'ts (IP)	15 Minutes
October: Hand Washing: Gloves & Personal hygiene (IP)	15 Minutes
November: Thawing Food Safely: Holiday Special (IP)	15 Minutes
December: Food Contact Surfaces vs. Non-Food Contact Surfaces (IP)	15 Minutes
January: Wiping Cloth Bucket: Quat Binding (IP)	15 Minutes
February: Pest Control (IP)	15 Minutes
March: Preventing Allergen Cross-Contact (IP)	15 Minutes
April: Lime and Scale Build Up (IP)	15 Minutes
May: Cleaning for Food Allergens & Cross Contact (IP)	15 Minutes
June: End of Year Cleanup (IP)	15 Minutes
(IP = In Person)	

All Education Module meets USDA Professional Standards Code 2620.



The Difference between your HACCP Plan and the Health Code

Introduction - A properly functioning food safety program is made up of multiple components working together. Two of these things are your HACCP Plan and your local governing body's Food Safety Regulations. Food safety regulations, also known as the Health Code, are the mandated government rules that must be followed to safely prepare and serve food, and a HACCP plan is the guidebook that sets the procedures and critical limits (e.g. end-point cooking temperatures, holding temperatures, etc.) to ensure these rules are working as intended.

Your HACCP Plan

The United States Department of Agriculture (USDA) requires schools participating in the National School Lunch Program and the School Breakfast Program to have and implement a food safety program for the preparation and service of school meals. This program must be based on Hazard Analysis and Critical Control Point (HACCP) principles and conform to guidance issued by USDA. HACCP is a systematic approach to identifying and controlling potential hazards in the food production process. This guidance requires standard operating procedures (SOPs) for many tasks to be in place and followed.

The Health Code

Regulatory compliance for food establishments may vary slightly from state to state; however, most states or localities adopt food safety regulations based on the Food and Drug Administration (FDA) Model Food Code. Schools participating in the National School Lunch Program and/or the School Breakfast Program can expect at least two inspections each year and local jurisdictions may require more. These inspections are meant to ensure that the safe food handling procedures outlined in the Health Code are followed. In general, they verify safeguards are in place to protect food from contamination by food handlers, cross contamination, and contamination from other sources in the school.

You should Know:

1. What federal agency requires a HACCP plan for school nutrition programs?
2. What do most local and state health departments adopt for food safety regulation?
3. What do SFSPac® Food Safety Specialists verify during service visits?

SFSPac® HACCP Verification

Your school will receive regular visits from a SFSPac® Food Safety Specialist. Your Specialist will ensure cleaning and sanitizing products are adequately stocked and used properly, conduct teaching sessions, and verify your kitchen procedures match your HACCP Plan SOPs. In other words, your Food Safety Specialist helps to document what you are doing right according to your HACCP plan, as well as identify any gaps in your food safety protocols and correct them so you are well prepared for your regulatory inspection.

This is a very important value-added part of your HACCP plan; however, it is different from a regulatory inspection by your local health department. Both the HACCP evaluation from SFSPac® and the compliance review from the health inspector will help schools continuously provide safe foods to students.

This Education Module meets USDA Professional Standards Code 2620. For more resources on this topic, please see the SFSPac® Learning Portal.

Please refer to your districts policy guidelines and operating procedures, and local county health code for further guidance.



Sample Training Calendar

Child Nutrition Annual Training Calendar

Oakland Unified School District

Training Areas	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Chemical Mixing									X			
Food Contact Surfaces										X		
Thermometer Calibration											X	
Food Safety Record Keeping												X
Hand Washing	X											
Safe Food Handling		X										
Time and Temperature			X									
Receiving Foods				X								
End Point Cooking Temperatures					X							

Note: Typically based off the verification report for previous school year and district preferences.



Oakland Unified School District

Hazardous Communication Standard Chemical Inventory

Facility _____ HCS Officer _____ Date _____

Chemical	Manufacturer	Supplier	SDS	Hazardous	Container Size/Type	Quantity	Location of Chemical	Operation	Number of Employees Used By
			YES/NO	YES/NO					



Sanitizer Log

School: _____

Date	Time	Source Tested	ppm Test Result	Signature
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		
		  		



Bucket



Spray



Sink

SFSPac[®] Sanitizer complies with 40 C.F.R. 180.940 at a concentration of 150-400 ppm as referenced in the current Model Food Code. SFSPac[®] Sanitizer also complies with previous versions of the Model Food Code that referenced 21 C.F.R. 178.1010

[illegible]

1. Complete this form prior to each meal.
2. Use appropriate test strip to check sanitizer concentration.
3. Record date, initials, and temperatures for each cycle.
4. If sanitizer concentration is outside the acceptable range, indicate corrective action on form.

- Wash temperature – 120-140°F (see manufacturer's recommendation)
- Final rinse temperature – 75-120°F
- Final rinse chlorine concentration – 50-100 PPM

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High Temperature Dish Machine Monitoring Form

School _____ Month _____ 20____

Date	Meal	Initials	Wash	Final Rinse	Water Press.	Thermal Strip	Corrective Action
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
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	B L						
	B L						

Directions:

1. Complete this form prior to each meal.
2. Attach thermal strip to a tray or plate and run through machine.
3. Record date, initials, and temperature.
4. If temperatures are outside the acceptable range or the thermal strip does not turn to black, indicate corrective action on form.

Temperature Standards:

- Wash temperature – 150-160°F
- Final rinse temperature – 180-195°F
- Final rinse pressure – 15-25 psi

Always Wear Appropriate Personal Protective Equipment.



Cleaning Schedule

Date	Responsible Person Initial	Daily Cleaning	P&R Guide (Page No.)	Manager Initial
		Can Opener - Electric: SFSPac All Purpose and SFSPac Sanitizer	1	
		Can Opener - Manual: SFSPac All Purpose and SFSPac Sanitizer	1	
		Cashier Area: SFSPac All Purpose and SFSPac Sanitizer	2	
		Cashier Stand: SFSPac All Purpose	2	
		Choppers: SFSPac All Purpose and SFSPac Sanitizer	3	
		Coffee Urns: SFSPac All Purpose and SFSPac Sanitizer	4	
		Cutting Boards: SFSPac Pot and Pan and SFSPac Sanitizer	7	
		Dining Room Tables (between classes or when students are present): SFSPac Sanitizer in Wiping Cloth Buckets Only	8	
		Cleaning Dining Room Tables: SFSPac All Purpose and SFSPac Sanitizer	8	
		Floor - Mopping: SFSPac All Purpose or SFSPac Degreaser	10	
		Freezer - Reach In (Interior): SFSPac All Purpose	12	
		Freezer - Reach In (Exterior): SFSPac All Purpose and SFSPac Sanitizer	12	
		Freezer - Walk In (Interior): SFSPac All Purpose	13	
		Freezer - Walk In (Exterior): SFSPac All Purpose and SFSPac Sanitizer	13	
		Fryer - Deep: SFSPac Degreaser	7	
		Hand Sink: SFSPac All Purpose	14	
		Ice Cream Box: SFSPac All Purpose and SFSPac Sanitizer	17	
		Ice Machine (Interior): SFSPac Sanitizer	18	
		Ice Machine (Exterior): SFSPac All Purpose	18	
		Kettle: SFSPac All Purpose or SFSPac Pot & Pan and SFSPac Sanitizer	20	
		Loading Dock - Porch: SFSPac All Purpose or SFSPac Degreaser	20	
		Milk Cooler: SFSPac All Purpose and SFSPac Sanitizer	21	
		Mixer: SFSPac All Purpose and SFSPac Sanitizer	22	
		Mops and Mop Bucket: SFSPac All Purpose and SFSPac Sanitizer	22	
		Open Racks for Sheet Pans: SFSPac Sanitizer	33	
		Microwave Oven: SFSPac All Purpose	21	
		Ovens (refer to manufacturers recommendations): SFSPac All Purpose or SFSPac Degreaser	23	
		Combi Ovens (refer to manufacturers recommendations): SFSPac All Purpose or SFSPac Degreaser	4	
		Pots and Pans: SFSPac Pot & Pan and SFSPac Sanitizer	25	
		Refrigerator - Reach In (Interior): SFSPac Sanitizer	26	
		Refrigerator - Reach In (Exterior): SFSPac All Purpose	26	
		Refrigerator - Walk In (Interior): SFSPac Sanitizer	27	
		Refrigerator - Walk In (Exterior): SFSPac All Purpose	27	
		Salad Bar: SFSPac All Purpose	27	
		Sink - 3 or 4 - Compartment: SFSPac All Purpose and SFSPac Sanitizer	29	
		Sink - Food Preparation: SFSPac All Purpose and SFSPac Sanitizer	29	
		Slicer: SFSPac All Purpose and SFSPac Sanitizer	30	
		Stainless Steel: SFSPac All Purpose		
		Steam Table / Serving Lines: SFSPac All Purpose	32	
		Steamer: SFSPac All Purpose and SFSPac Sanitizer	31	
		Storeroom: SFSPac All Purpose	34	
		Tables - Food Preparation: SFSPac All Purpose and SFSPac Sanitizer	35	
		Tea Urn: SFSPac All Purpose and SFSPac Sanitizer	4	
		Tilting Skillet: SFSPac Degreaser and SFSPac Sanitizer	36	

Cleaning Schedule

Date	Responsible Person Initial	Daily Cleaning (Cont.)	P&R Guide (Page No.)	Manager Initial
		Trash Cans: SFSPac All Purpose	36	
		Utility Carts: SFSPac All Purpose	37	
		Warmer - Proofer (Interior): SFSPac Sanitizer	38	
		Wamer - Proofer (Exterior): SFSPac All Purpose	38	
		Washer - Dryer: SFSPac All Purpose	38	
Date	Responsible Person Initial	Weekly Cleaning	P&R Guide (Page No.)	Manager Initial
		Bins - Ingredient: SFSPac All Purpose and SFSPac Sanitizer	19	
		Cabinet - Proofing (Interior): SFSPac All Purpose	38	
		Cabinet - Proofing (Exterior): SFSPac Sanitizer	38	
		Floor - Mopping: SFSPac All Purpose or SFSPac Degreaser	10	
		Fryer - Deep: SFSPac Degreaser	7	
		Hand Sink: SFSPac All Purpose	14	
		Managers Office (organize and keep clean): Clean desk with SFSPac All Purpose		
		Open Racks for Sheet Pans: SFSPac All Purpose and SFSPac Sanitizer	33	
		Oven Racks: SFSPac Degreaser	24	
		Ovens (refer to manufacturers recommendations): SFSPac All Purpose or SFSPac Degreaser	23	
		Combi Ovens (refer to manufacturers recommendations): SFSPac All Purpose or SFSPac Degreaser	4	
		Refrigerator - Reach In (Interior): SFSPac Sanitizer	26	
		Refrigerator - Reach In (Exterior): SFSPac All Purpose	26	
		Restrooms: SFSPac All Purpose and SFSPac Sanitizer		
		Sink - Food Preparation: SFSPac All Purpose and SFSPac Sanitizer	29	
		Steamer (Interior): SFSPac All Purpose and SFSPac Sanitizer	31	
		Steamer (Exterior): SFSPac All Purpose and SFSPac Sanitizer	31	
		Storage Area (organize, sweep, and keep clean): Wipe off shelves with SFSPac All Purpose		
		Storeroom: SFSPac All Purpose	34	
		Tables - Food Preparation: SFSPac All Purpose and SFSPac Sanitizer	35	
		Trash Cans: SFSPac All Purpose	36	
		Utility Carts: SFSPac All Purpose	37	
		Warmer - Proofer (Interior): SFSPac Sanitizer	38	
		Wamer - Proofer (Exterior): SFSPac All Purpose	38	
		Washer - Dryer: SFSPac All Purpose	38	
Date	Responsible Person Initial	Monthly Cleaning	P&R Guide (Page No.)	Manager Initial
		Floor - Baseboards: SFSPac All Purpose	8	
		Ice Machine (Interior): SFSPac Sanitizer	18	
		Ice Machine (Exterior): SFSPac All Purpose	18	
		Pots and Pan Rack: SFSPac All Purpose and SFSPac Sanitizer	25	
		Steam Table / Serving Lines: SFSPac All Purpose	32	
Date	Responsible Person Initial	Semester Cleaning	P&R Guide (Page No.)	Manager Initial
		Ceilings: SFSPac All Purpose	3	
		Storeroom: SFSPac All Purpose	34	



SAFETY DATA SHEET

Issue Date 03-June-2014

Version 2

1. IDENTIFICATION

Product Identifier

Product Name SFSPac® All Purpose Cleaner

Other means of Identification

SDS # 0100-C

Product Code SFS5 & SFS10

Recommended use of the chemical and restrictions on use

Recommended Use All Purpose Cleaner

Details of the Supplier of the Safety Data Sheet

Supplier Address

PortionPac Chemical Corporation 400 N. Ashland Avenue Chicago, IL 60622-6382 www.portionpaccorp.com

Emergency Telephone Number

Company Phone Number Phone: 312-226-0400 Fax: 312-226-5400

Emergency Telephone Number INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Classification

This product does not have hazards as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

Hazards not otherwise classified (HNOC) Not applicable.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Appearance Emerald green liquid Physical State Liquid Odor Fresh odor

In the concentrations in this formulation, the ingredients listed below are considered to be non-hazardous according to OSHA 1910.1200:

water (CAS# 7732-18-5), surfactant blend (proprietary), trisodium dicarboxymethyl alaninate (CAS# 164462-16-2), sodium carbonate (CAS# 497-19-8), trace fragrance and colorant added.

4. FIRST AID MEASURES

First aid measures

Eye Contact Flush with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice.

Skin (or hair) Contact Wash face, hands and any exposed skin thoroughly after handling.

Inhalation Remove to fresh air.

Ingestion Do not induce vomiting. Rinse mouth. Then, immediately drink plenty of water.

Most important symptoms and effects, both acute and delayed

Symptoms If misted in concentrated form, which is improper use, can cause irritation of the throat and respiratory tract.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. FIRE FIGHTING MEASURES

Suitable Extinguishing Media Dry chemical, CO₂ or water spray.

Unsuitable Extinguishing Media Not determined.

Specific hazards arising from the chemical None known.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions Use personal protective equipment as described in Section 8 of this Safety Data Sheet.

Methods and material for containment and cleaning up

Methods for containment Concentrated materials are packed in unit-dosed pouches limiting any spills to very small quantities.

Methods for cleaning up Paper toweling or mopping is usually sufficient.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling Use personal protective equipment as described in Section 8.
Keep out of reach of children.

Conditions for safe storage, including any incompatibilities

Storage conditions Keep containers in a dry, cool and well-ventilated place.

Incompatible materials None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines No exposure limits noted for ingredient(s). The following information is given as general guidance.

Appropriate engineering controls

Engineering Controls None.

Individual protection measures, such as personal protective equipment

Eye/face protection Not normally necessary in general use.

Skin and body protection Not normally necessary in general use. Concentrate is diluted into spray bottle or mop bucket.

Respiratory protection None required under normal use.

General Hygiene Considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical State	Liquid		
Appearance	Emerald green liquid	Odor	Fresh odor
Color	Emerald green	Odor Threshold	Not determined

Property	Values	Remarks • Method
pH	9.9	
Melting point/freezing point	Not determined.	
Boiling point/boiling range	Not determined.	
Flash point	Not determined.	
Evaporation rate	Not determined.	
Flammability (solid, gas)	Not applicable.	
Flammability Limits in Air		
Upper flammability limits	Not determined.	
Lower flammability limit	Not determined.	
Vapor pressure	Not determined.	
Vapor density	Not determined.	
Specific Gravity	1.053 g/mL	(1=Water)
Water solubility	Completely soluble.	
Solubility in other solvents	Not determined.	
Partition coefficient	Not determined.	
Autoignition temperature	Not determined.	
Decomposition temperature	Not determined.	
Kinematic viscosity	Not determined.	
Dynamic viscosity	Not determined.	

10. STABILITY AND REACTIVITY

Reactivity	Not reactive under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing.
Conditions to avoid	None.
Incompatible materials	None known.
Hazardous Decomposition Products	Carbon oxides.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure**

Eye, skin contact, inhalation or ingestion.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Sodium Carbonate CAS# 497-19-8	= 4090 mg/kg (Rat)	-	-

Information on physical, chemical and toxicological effects

Symptoms Please see Section 4 for symptoms

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity - Product

Not determined.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Component Information

Chemical Name	Algae/aquatic plants	Fish	Crustacea
sodium carbonate 497-19-8	242: 120 h Nitzschia mg/L EC50	300: 96 h Lepomis macrochirus mg/L LC50 static 310 - 1220: 96 h Pimephales promelas mg/L LC50 static	265: 48 h Daphnia magna mg/L EC50

Persistence and degradability	Not determined.
Bioaccumulation	Not determined.
Mobility	Not determined.
Other adverse effects	Not determined.

13. DISPOSAL CONSIDERATIONS**Waste treatment methods**

Disposal of wastes Dispose of in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Dispose of in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

DOT	Not regulated.
IATA	Not regulated.
IMDG	Not regulated.

15. REGULATORY INFORMATION**International Inventories**

All ingredients are listed or exempt from listing on Chemical Substances Inventory.

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain chemicals which are subject to reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-know Regulations

This product does not contain any substances regulated under applicable state right to know regulations.

16. OTHER INFORMATION

<u>NFPA</u>	Health hazards 0	Flammability 0	Instability 0	Special hazards N/A
<u>HMIS</u>	Health hazards 0	Flammability 0	Physical hazards 0	Personal protection N/A
<u>pH in mopping solution</u> 10.1		<u>pH in spray solution</u> 10.2		

Issue Date 03-June-2014

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Issue Date 31-May-2014

Version 3

1. IDENTIFICATION

Product Identifier

Product Name SFSPac® Pot & Pan Detergent

Other means of Identification

SDS # 1500-C

Synonyms SFS14 & SFS15

Recommended use of the chemical and restrictions on use

Recommended Use Manual dish washing detergent

Details of the Supplier of the Safety Data Sheet

Supplier Address

PortionPac Chemical Corporation 400 N. Ashland Avenue Chicago, IL 60622-6382 www.portionpaccorp.com

Emergency Telephone Number

Company Phone Number Phone: 312-226-0400 Fax: 312-226-5400

Emergency Telephone Number INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Classification

This product does not have hazards as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

Hazards not otherwise classified (HNOC) Toxic to aquatic life.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Appearance Violet viscous liquid

Physical State Liquid

Odor Fresh odor

In the concentrations in this formulation, the ingredients listed below are considered to be non-hazardous according to OSHA 1910.1200:

water (CAS# 7732-18-5), sodium laureth sulfate (CAS# 68585-34-2), propylene glycol (CAS# 57-55-6), amines, C10-C16-alkyldimethyl, N-oxides (CAS# 70592-80-2), surfactant blend, c12-15 pareth-3 (CAS# 68131-39-5), trace fragrance and colorant added.

4. FIRST AID MEASURES

First aid measures

Eye Contact Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice.

Skin (or hair) Contact Wash face, hands and any exposed skin thoroughly after handling.

Inhalation Remove to fresh air.

Ingestion Do not induce vomiting. Rinse mouth. Then, immediately drink plenty of water.

Most important symptoms and effects, both acute and delayed

Symptoms If misted in concentrated form, which is improper use, can cause irritation of the throat and respiratory tract.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. FIRE FIGHTING MEASURES

Suitable Extinguishing Media

Dry chemical, CO₂ or water spray.

Unsuitable Extinguishing Media

Not determined.

Specific hazards arising from the chemical

None known.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions Use personal protective equipment as described in Section 8 of this Safety Data Sheet.

Methods and material for containment and cleaning up

Methods for containment Concentrated materials are packed in unit-dosed pouches limiting any spills to very small quantities.

Methods for cleaning up Paper toweling or mopping is usually sufficient.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling Use personal protective equipment as described in Section 8.
Keep out of reach of children.

Conditions for safe storage, including any incompatibilities

Storage conditions Keep containers in a dry, cool and well-ventilated place.

Incompatible materials None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines No exposure limits noted for ingredient(s). The following information is given as general guidance.

Appropriate engineering controls

Engineering Controls None.

Individual protection measures, such as personal protective equipment

Eye/face protection Not normally necessary in general use.

Skin and body protection Not normally necessary in general use. Concentrate is diluted into applicator bottle or sink.

Respiratory protection Not normally necessary in general use.

General Hygiene Considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical State	Liquid	Odor	Fresh odor
Appearance	Violet viscous liquid	Odor Threshold	Not determined
Color	Violet		

Property	Values	Remarks • Method
pH	9.3	
Melting point/freezing point	Not determined.	
Boiling point/boiling range	Not determined.	
Flash point	Not determined.	
Evaporation rate	Not determined.	(butyl acetate = 1)
Flammability Limits in Air		
Upper flammability limits	Not determined.	
Lower flammability limit	Not determined.	
Vapor pressure	Not determined.	
Vapor density	Not determined.	
Specific Gravity	1.015 g/mL	(1=Water)
Solubility in water	Completely soluble.	
Solubility in other solvents	Not determined.	
Partition coefficient	Not determined.	
Autoignition temperature	Not determined.	
Decomposition temperature	Not determined.	
Kinematic viscosity	Not determined.	
Dynamic viscosity	Not determined.	

10. STABILITY AND REACTIVITY

Reactivity	Not reactive under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing.
Conditions to avoid	None known.
Incompatible materials	None known.
Hazardous Decomposition Products	None known.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure**

Eye or skin contact, inhalation or ingestion.

Information on physical, chemical and toxicological effects

Symptoms Please see Section 4 for symptoms.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
propylene glycol	= 20000 mg/kg (Rat)	= 20800 mg/kg (Rabbit)	-
57-55-6			
c12-15 pareth-3	= 2 g/kg (Rat)	-	-
68131-39-5			

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity - Product

Not determined.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Toxic to aquatic life.

Component Information

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
propylene glycol	19000: 96 h	51600: 96 h Oncorhynchus		10000: 24 h Daphnia
57-55-6	Pseudokirchneriella	mykiss mg/L LC50 static 41 -		magna mg/L EC50 1000:
	subcapitata mg/L EC50	47: 96 h Oncorhynchus		48 h Daphnia magna
		mykiss mL/L LC50 static		mg/L EC50 Static
		51400: 96 h Pimephales		
		promelas mg/L LC50 static		
		710: 96 h Pimephales		
		promelas mg/L LC50		

Persistence and degradability	Not determined.
Bioaccumulation	Not determined.
Mobility	Not determined.
Other adverse effects	Not determined.

13. DISPOSAL CONSIDERATIONS**Waste treatment methods**

Disposal of wastes	Dispose of in accordance with applicable regional, national and local laws and regulations.
Contaminated packaging	Dispose of in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

DOT Not regulated.

IATA Not regulated.

IMDG This material may meet the definition of a marine pollutant.

15. REGULATORY INFORMATION**International Inventories**

All ingredients are listed or exempt from listing on Chemical Substances Inventory.

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain chemicals which are subject to reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-know Regulations

Chemical Name
propylene glycol
57-55-6

New Jersey
X

Massachusetts

Pennsylvania
X

16. OTHER INFORMATION

NFPA	Health hazards 0	Flammability 0	Instability 0	Special hazards N/A
HMIS	Health hazards 0	Flammability 0	Physical hazards 0	Personal protection N/A

pH in working/use solution
8.0

Issue Date 31-May-2014

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Revision Date 12-March-2015

Version 2

1. IDENTIFICATION

Product Identifier

Product Name SFSPac® Degreaser

Other means of Identification

SDS # 0300-C

Product Code

SFS30

Synonyms

SFSPac® Oven Degreaser

Recommended use of the chemical and restrictions on use

Recommended Use Degreaser/Oven Degreaser

Details of the Supplier of the Safety Data Sheet

Supplier Address

PortionPac Chemical Corporation 400 N. Ashland Avenue Chicago, IL 60622-6382 www.portionpaccorp.com

Emergency Telephone Number

Company Phone Number

Phone: 312-226-0400 Fax: 312-226-5400

Emergency Telephone Number

INFOTRAC 1-352-323-3500 (International)

1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Classification

This product does not have hazards as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

Hazards not otherwise classified (HNOC)

May be harmful if swallowed.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Appearance Orange liquid

Physical State Liquid

Odor Fresh odor

In the concentrations in this formulation, the ingredients listed below are considered to be non-hazardous according to OSHA 1910.1200:

water (CAS# 7732-18-5), surfactant blend (proprietary), trisodium dicarboxymethyl alaninate (CAS# 164462-16-2), sodium carbonate (CAS# 497-19-8), trace fragrance and colorant added.

4. FIRST AID MEASURES

First aid measures

Eye Contact

Flush with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice.

Skin (or hair) Contact

Wash face, hands and any exposed skin thoroughly after handling.

Inhalation

Remove to fresh air.

Ingestion

Do not induce vomiting. Rinse mouth. Then, immediately drink plenty of water. Get medical advice.

Most important symptoms and effects, both acute and delayed

Symptoms

If misted in concentrated form, which is improper use, can cause irritation of the throat and respiratory tract. Contact may cause irritation and redness. Harmful if ingested in large quantities. Small unit dosed pouch size would require the ingestion of multiple pouches to reach the dangerous level.

Indication of any immediate medical attention and special treatment needed

Note to physicians

Treat symptomatically.

5. FIRE FIGHTING MEASURES

Suitable Extinguishing Media

Dry chemical, CO₂ or water spray.

Unsuitable Extinguishing Media

Not determined.

Specific hazards arising from the chemical

None known.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal precautions Use personal protective equipment as described in Section 8 of this Safety Data Sheet.

Methods and material for containment and cleaning up

Methods for containment Concentrated materials are packed in unit-dosed pouches limiting any spills to very small quantities.

Methods for cleaning up Paper toweling or mopping is usually sufficient.

7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on safe handling Use personal protective equipment as described in Section 8.
Keep out of reach of children.

Conditions for safe storage, including any incompatibilities

Storage conditions Keep containers in a dry, cool and well-ventilated place.

Incompatible materials None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines No exposure limits noted for ingredient(s). The following information is given as general guidance.

Appropriate engineering controls

Engineering Controls None.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses if splashes or mists will get into eyes.

Skin and body protection Wear gloves if hands will be continuously in solution. Concentrate is diluted into spray bottle or mop bucket.

Respiratory protection None required under normal use.

General Hygiene Considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical State	Liquid		
Appearance	Orange liquid	Odor	Fresh odor
Color	Orange	Odor Threshold	Not determined

Property	Values	Remarks • Method
pH	10.5	
Melting point/freezing point	Not determined.	
Boiling point/boiling range	Not determined.	
Flash point	Not determined.	
Evaporation rate	Not determined.	
Flammability (solid, gas)	Not applicable	
Flammability Limits in Air		
Upper flammability limits	Not determined.	
Lower flammability limit	Not determined.	
Vapor pressure	Not determined.	
Vapor density	Not determined.	
Specific Gravity	1.053 g/mL	(1=Water)
Water solubility	Completely soluble.	
Solubility in other solvents	Not determined.	
Partition coefficient	Not determined.	
Autoignition temperature	Not determined.	
Decomposition temperature	Not determined.	
Kinematic viscosity	Not determined.	
Dynamic viscosity	Not determined.	

10. STABILITY AND REACTIVITY

Reactivity	Not reactive under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing
Conditions to avoid	None known.
Incompatible materials	None known.
Hazardous Decomposition Products	Carbon oxides

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure**

Eye or skin contact, ingestion or inhalation.

Component Information

<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Inhalation LC50</u>
sodium carbonate CAS# 497-19-8	= 4090 mg/kg (Rat)	-	-
proprietary surfactant	=1378 mg/kg (Rat)	-	-

Information on physical, chemical and toxicological effects

Symptoms Please see section 4 for symptoms.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity This product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity - Product

Not determined.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

<u>Chemical Name</u>	<u>Algae/aquatic plants</u>	<u>Fish</u>	<u>Toxicity to microorganisms</u>	<u>Crustacea</u>
sodium carbonate 497-19-8	242: 120 h Nitzschia mg/L EC50	300: 96 h Lepomis macrochirus mg/L LC50 static 310 - 1220: 96 h Pimephales promelas mg/L LC50 static		265: 48 h Daphnia magna mg/L EC50

Persistence and degradability	Not determined.
Bioaccumulation	Not determined.
Mobility	Not determined.
Other adverse effects	Not determined.

13. DISPOSAL CONSIDERATIONS**Waste treatment methods**

Disposal of wastes Dispose of in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Dispose of in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

DOT	Not regulated.
IATA	Not regulated.
IMDG	Not regulated.

15. REGULATORY INFORMATION**International Inventories**

All ingredients are listed or exempt from listing on Chemical Substances Inventory.

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain chemicals which are subject to reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-know Regulations

This product does not contain any substances regulated under applicable state right to know regulations.

16. OTHER INFORMATION

<u>NFPA</u>	Health hazards 1	Flammability 0	Instability 0	Special hazards N/A
<u>HMS</u>	Health hazards 1	Flammability 0	Physical hazards 0	Personal protection A
<u>pH in mopping solution</u> 10.6		<u>pH in spray solution</u> 10.6		

Issue Date 17-June-2014
Revision Date 12-March-2015

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



SAFETY DATA SHEET

Revision Date 01-March-2017

Version 1

1. IDENTIFICATION

Product Identifier

Product Name SFSPac[®] Sanitizer_{FS}

Other means of Identification

SDS # 1600-Concentrate

Product Code SFS16, SFS17, SFS18

Registration Number 1839-86-8722

Recommended use of the chemical and restrictions on use

Recommended Use EPA Registered Sanitizer

Details of the Supplier of the Safety Data Sheet

Supplier Address

PortionPac Chemical Corporation 400 N. Ashland Avenue Chicago, IL 60622-6382 www.portionpaccorp.com

Emergency Telephone Number

Company Phone Number Phone: 312-226-0400 Fax: 312-226-5400

Emergency Telephone Number INFOTRAC 1-352-323-3500 (International)

1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

This product is registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal law. These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace labels of non-EPA registered chemicals. See Section 15 for EPA information.

Classification

Product as sold

Skin corrosion/irritation Category 2

Serious eye damage/irritation Category 1

Signal Word

Danger

Hazard Statements

Causes skin irritation.

Causes serious eye damage.



Precautionary Statements – Prevention

Wash face, hands and any exposed skin thoroughly after handling.
Wear protective gloves and eye protection.

Precautionary Statements - Response

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Immediately call a poison center or physician.

IF ON SKIN: Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical advice.

Other Hazards

Toxic to aquatic life with long lasting effects.

Product in use dilution

Does not have hazards as defined by the OSHA Hazard Communication Standard 29 CFR 1910.1200. However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No	Weight-%
alkyl dimethyl ethylbenzyl ammonium chloride	85409-23-0	1-10%
n-alkyl (C12-16)-n, n-dimethyl-n-benzyl ammonium chloride	68391-01-5	1-10%
ethyl alcohol	64-17-5	<5%

In the concentrations in this formulation, the ingredients listed below are considered to be non-hazardous according to OSHA 1910.1200:

water (CAS# 7732-18-5), amines, C12-18-alkyldimethyl (CAS# 68391-04-8).

4. FIRST AID MEASURES

First aid measures

Eye Contact

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
Immediately call a poison center or physician.

Skin Contact

Wash with plenty of soap and water. Take off contaminated clothing and wash it before reuse. If skin irritation occurs: Get medical advice.

Inhalation

Remove to fresh air.

Ingestion Do not induce vomiting. Drink plenty of water.

Most important symptoms and effects, both acute and delayed

Symptoms May be harmful if swallowed. Small, unit dose pouch size would require the ingestion of multiple pouches to reach the dangerous level. In concentrated form, causes skin irritation and serious eye damage.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. FIRE FIGHTING MEASURES

Suitable Extinguishing Media Measures that are appropriate to circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific hazards arising from the chemical Not determined.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Use personal protective equipment as described in Section 8 of this Safety Data Sheet.

Environmental precautions See Section 12 of this Safety Data Sheet for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Concentrated materials are packed in unit-dosed pouches limiting any spills to very small quantities.

Methods for cleaning up Paper toweling or mopping is usually sufficient.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Avoid contact with skin, eyes or clothing. Wash hands and any exposed skin thoroughly after handling. Keep out of reach of children.

Conditions for safe storage, including any incompatibilities

Storage conditions Store locked up.

Incompatible materials None known.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
ethyl alcohol	STEL: 1000 ppm	TWA: 1000 ppm TWA: 1900 mg/m ³ (vacated) TWA: 1000 ppm (vacated) TWA: 1900 mg/m ³	IDLH: 3300 ppm TWA: 1000 ppm TWA: 1900 mg/m ³

Appropriate engineering controls

Engineering Controls Apply technical measures to comply with the occupational exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear protective glasses when mixing product.

Skin and body protection Wear gloves when mixing product.

Respiratory protection Provide adequate ventilation.

General Hygiene Considerations Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical State	Liquid	Odor	Fresh odor
Appearance	Transparent light pink	Odor Threshold	Not determined
Color	transparent		

Property	Values	Remarks • Method
pH	7 – 9	
Melting point/freezing point	Not determined.	
Boiling point/boiling range	173 °F (78.3 °C)	
Flash point	103 °F (39.4 °C)	

Evaporation rate	Not determined.
Flammability (solid, gas)	Not applicable.
Flammability Limits in Air	
Upper flammability limits	Not determined.
Lower flammability limit	Not determined.
Vapor pressure	Not determined.
Vapor density	Not determined.
Specific Gravity	Not determined. (1=Water)
Water solubility	Completely soluble.
Solubility in other solvents	Not determined.
Partition coefficient	Not determined.
Autoignition temperature	Not determined.
Decomposition temperature	Not determined.
Kinematic viscosity	Not determined.
Dynamic viscosity	Not determined.

10. STABILITY AND REACTIVITY

Reactivity	Not reactive under normal conditions.
Chemical stability	Stable under recommended storage conditions.
Possibility of Hazardous Reactions	None under normal processing.
Conditions to avoid	Keep out of reach of children.
Incompatible materials	None known.
Hazardous Decomposition Products	None known.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure Eye or skin contact, ingestion or inhalation.

Component Information

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
ethyl alcohol 64-17-5	= 7060 mg/kg (Rat)		= 124.7 mg/L (Rat) 4 h

Information on physical, chemical and toxicological effects

Symptoms See section 4.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity Ethanol has been shown to be carcinogenic in long-term studies only when consumed as an alcoholic beverage.

Chemical Name	ACGIH	IARC	NTP	OSHA
ethyl alcohol 64-17-5	A3	Group 1	Known	X

Numerical measures of toxicity - Product

ATEmix (oral)	4,960.00 mg/kg	ATEmix (dermal)	11,000.00 mg/kg	ATEmix (inhalation-dust/mist)	11,035.40 mg/L
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12. ECOLOGICAL INFORMATION

Ecotoxicity Toxic to aquatic life with long lasting effects.

Component Information

Chemical Name	Algae/aquatic plants	Fish	Crustacea
ethyl alcohol 64-17-5		13400 - 15100: 96 h Pimephales promelas mg/L LC50 flow-through 100: 96 h Pimephales promelas mg/L LC50 static 12.0 - 16.0: 96 h Oncorhynchus mykiss mL/L LC50 static	10800: 24 h Daphnia magna mg/L EC50 2: 48 h Daphnia magna mg/L EC50 Static 9268 - 14221: 48 h Daphnia magna mg/L LC50

Persistence and degradability Not determined.

Bioaccumulation Not determined.

Mobility

Chemical Name	Partition Coefficient
ethyl alcohol 64-17-5	-0.32

Other adverse effects Not determined.

13. DISPOSAL CONSIDERATIONS**Waste treatment methods**

Disposal of wastes Dispose of in accordance with applicable regional, national and local laws and regulations.

Contaminated packaging Dispose of in accordance with applicable regional, national and local laws and regulations.

California Hazardous Waste Status

ethyl alcohol

Toxic, ignitable.

14. TRANSPORT INFORMATION

DOT Not regulated.
 IATA Not regulated.
 IMDG Not regulated.

15. REGULATORY INFORMATION**International Inventories**

Chemical Name	TSCA	DSL.NDSL	EINECS/ELINCS	ENCS	IECSC	KECL	PICCS	AICS
quaternary ammonium	X	X	X		X			
n-alkyl (C12-16)-n, n-dimethyl, n-benzyl ammonium chloride	X	X	X	Present	X	Present	X	X
ethyl alcohol	X	X	X	Present	X	Present	X	X
Amines, (C12-18) alkyldimethyl	X	X	X	Present	X		X	X

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain chemicals which are subject to reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals. The ethyl alcohol referred to in Proposition 65 is EDF-026 – "ethyl alcohol in alcoholic beverages"

U.S. State Right-to-know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
ethyl alcohol	X	X	X

U.S. EPA Label Information

EPA Reg. No. 1839-86-8722

EPA Statement

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets and workplace labels of non-pesticides. Following is the EPA required hazard information:

EPA Label

Signal Word: Danger

Keep out of reach of children. Corrosive. Causes irreversible eye damage and skin burns. Do not get in eyes, on skin or on clothing. Wear goggles or face shield, rubber gloves, and protective clothing. Harmful if swallowed. Remove contaminated clothing and wash before reuse. Wash thoroughly with soap and water after handling.

16. OTHER INFORMATION

	Health hazards	Flammability	Instability	Special hazards
NFPA	1	0	0	N/A
	Health hazards	Flammability	Physical hazards	Personal Protection
HMIS	1	0	0	B

Issue Date

01-March-2017

Disclaimer

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End of Safety Data Sheet



SAFETY DATA SHEET

MyTerra® Hand Wash Foam

SECTION 1: PRODUCT & COMPANY IDENTIFICATION

PRODUCT NAME: MyTerra Hand Wash Foam

INTENDED USE: Foaming hand cleanser

DISTRIBUTOR: PortionPac Chemical Corporation
400 North Ashland Avenue
Chicago, IL 60622

TELEPHONE NUMBER: (312) 226-0400

EMERGENCY NUMBER: Call (Infotrac) (800) 535-5053

Please call INFOTRAC in the event of a transportation or medical emergency involving a human or an animal.

SECTION 2: HAZARD IDENTIFICATION

No GHS Label

Signal Word: None

Classification:
Not Classified

Hazard Statements:
None

Precautionary Statements:
Handle in accordance to product's design.
Collect spillage. Dispose of contents and container in accordance with local regulations.

SECTION 3: COMPONENTS

Significant Ingredients	CAS #	Weight %
Sodium Cumene Sulfonate	28348-53-0	< 5
Cocamidopropyl Hydroxysultaine	68139-30-0	< 5
Propylene Glycol	57-55-6	< 5
Water	7732-18-5	> 80

This soap contains other ingredients that do not affect the product's final classification because of their minimal concentration. See product label for full ingredient information.

MyTerra® Hand Wash Foam

SECTION 4: FIRST AID MEASURES

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do – continue rinsing. If symptoms persists, get medical attention.

IF ON SKIN (or hair) Unwantedly: Remove immediately all contaminated clothing. Rinse skin with water. If symptoms persists, get medical attention.

IF SWALLOWED: If large quantities of this material are swallowed, immediately call a Physician.

IF INHALED: Remove to fresh air; If symptoms persists, get medical attention.

SECTION 5: FIRE-FIGHTING MEASURES

General Hazard

Under fire conditions substances can be released that require the need for self-contained breathing apparatus and chemical-protective clothing.

Fire-Fighting

Keep fire exposed containers cool with water spray. Separate unburning product from fire. Use carbon dioxide, foam, or dry chemical extinguishing media to put out fires.

Unusual Decomposition Products Under Fire Conditions

None

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions

Remove greatly contaminated clothing, including shoes, and wash thoroughly after contact. Launder contaminated clothing before reuse.

Environmental Precautions

Prevent entry into natural waterways.

Rinse area with water to remove slip/fall hazard.

Dispose of contents and container in accordance with local regulations.

SECTION 7: HANDLING AND STORAGE

Safe Handling and Storage

Store in a well ventilated place. Keep cool.

Keep containers inside and out of direct sunlight.

Exposure to extreme conditions may have an adverse affect on this product.

Do not reuse containers.

Incompatible Products

Avoid strong oxidizing and reducing agents.

SECTION 8: EXPOSURE CONTROL AND PERSONAL PROTECTION

Ventilation

Local exhaust is usually sufficient. General exhaust is preferred.

Personal Protection

This product is designed to be used on skin.

Nitrile gloves should be used when excessive handling would cause prolonged contact.

Work Place Exposure Guide Lines

None established.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point:	> 200 °F
Specific Gravity (water = 1):	1.02
Vapor Pressure (mm Hg):	< 1
Melting Point:	Not Applicable
Vapor Density (Air = 1):	> 5
Evaporation Rate (butyl Acetate = 1):	< 0.1
Solubility in Water:	Soluble
Reactivity in Water:	NIL
Appearance and Odor:	Colorless liquid with pleasant odor added
Flash Point:	> 200 °F
Flammable Limits (volume percent in air):	LEL: Not Established UEL: Not Established
Autoignition Temperature:	Not Established

SECTION 10: STABILITY AND REACTIVITY

Stability: ☐ Unstable ☒ Stable

Conditions to Avoid: None

Incompatibility (Materials to avoid): Strong oxidizing and reducing agents.

Hazardous Decomposition Products: Combustion may produce oxides of carbon.

Hazardous Polymerization: ☐ May Occur ☒ Will Not Occur

Conditions to Avoid: Not Applicable

SECTION 11: TOXICOLOGICAL INFORMATION

	Skin	Eye	Oral LD50
Sodium Cumene Sulfonate		Eye Irr Cat 2B	> 7000 mg/kg
Cocamidopropyl Hydroxysultaine	has no GHS classification		> 5000 mg/kg
Propylene Glycol	has no GHS classification		
Water	has no GHS classification		

This product has very low toxicity.

This product is not expected to cause cancer.

This product is not expected to cause skin sensitization.

No data is available to indicate that any ingredient is mutagenic or genotoxic.

This product is not expected to cause reproductive or developmental effects.

MyTerra® Hand Wash Foam

SECTION 12: ECOLOGICAL INFORMATION

This product is not considered damaging to the environment but its entry into waterways and sewers should be prevented.

Please refer to Section 6 for accidental release information.

SECTION 13: DISPOSAL CONSIDERATIONS

Drained empty packaging can be recycled or disposed with other solid waste.

Unused product can be incinerated directly in appropriate equipment.

SECTION 14: TRANSPORT INFORMATION

The DOT does not regulate this product for ground shipments.

SECTION 15: REGULATORY INFORMATION

This product's label design and content follows the cosmetic labeling requirements of the Food and Drug Administration.

All components of this product are on the U.S. EPA TSCA Inventory List.

SECTION 16: OTHER INFORMATION

This document was issued 21 June 2017.

INFORMATION GIVEN HEREIN IS OFFERED IN GOOD FAITH AS ACCURATE, BUT WITHOUT GUARANTEE. CONDITIONS OF USE AND SUITABILITY OF THE PRODUCT FOR PARTICULAR USES ARE BEYOND OUR CONTROL; ALL RISKS OF USE OF THE PRODUCT ARE THEREFORE ASSUMED BY THE USER AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF EVERY KIND AND NATURE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT TO THE USE OR SUITABILITY OF THE PRODUCT. APPROPRIATE WARNINGS AND SAFE HANDLING PROCEDURES SHOULD BE PROVIDED TO HANDLERS AND USERS.



Section 5

Bid Documents



Oakland Unified School District

Costing of the Program:

The price quoted shall be for delivery of the specified Sanitation System on a **Set Annual Cost** basis. Monthly service billings will be based on the annual cost divided by twelve and billed in equal installments from date of award.

Prices quoted are to be F.O.B. delivered to all 84 locations listed in RFP #25-159. Quotations do not include city, state sales and federal excise tax (if applicable). Prices are for one (1) year as designated below.

SFSPac® Food Safety & Sanitation System
Manual Cleaning
Hand Care
MyTerra Mechanical Ware Washing (5 sites)
Ancillary Items

Contract Period: 8/1/2025 to 7/31/2026.

Description	Brand/ Program	Monthly Cost Per School	Number of Months	Number of Location s	Monthly Cost	Total Annual Cost
Sanitation system as described in the specifications and the accompanying vendor provided syllabus.	SFSPac® Food Safety & Sanitation System	\$144.35	12	84	\$12,125.00	\$145,500.00

SFSPac® Representative

Tim Harkleroad – General Manager
Printed Name - Title

7/14/2025_
Date

RENEWAL OPTION

Renewal as Indicated in RFP: By mutual consent of the Oakland Unified School District and successful proposer(s), this contract may be renewed or renegotiated 5 additional one year periods.

VENDOR INFORMATION

Vendor's Name: _____ Pacific Support Systems _____

Contact's Name: _____ Tim Harkleroad _____

Address: _____ P.O. Box 2631 _____

City, State Zip Code: _____ Lynnwood, WA 98036 _____

Phone Number: _____ 800-704-7487 _____

Email Address: _____ Admin@Pacifcscorp.com _____



Additional offered items available for purchase:

ITEM #	Description	UOM	Price
MT651	My Terra® Laundry Safer Choice - 25 lb. pail (each)	Pail	\$ 70.00
MT652	My Terra® Safer Choice Oxy Clean 8 lb. pail (2/case)	Pail	\$ 26.50
MT951	My Terra® Freeze Clean - freezer floor cleaner - 1 gal (2/case)	Gallon	\$ 54.00
MT603	My Terra® Combi Oven Cleaner/Degreaser - 1 gal (4/case)	Gallon	\$ 19.75
MT602	My Terra® Combi Lime - combi oven delimer - 1 gal (4/case)	Gallon	\$ 19.75
MT601	My Terra® Combi Rinse - combi oven rinse - 1 gal (4/case)	Gallon	\$ 18.50
MT553	My Terra® Clinging Delimer - spray descaler - 1 quart (6/case)	Case	\$ 44.00
SFS70	Biologically Enhanced Enzyme Cleaner - 2 gal pouches (60/carton)	Carton	\$ 131.00
SFS50	pH Neutral Floor Cleaner - 2-gallon pouches (180/carton)	Carton	\$ 112.00
ServSafe	ServSafe Manager Certification - Manual & Test	Each	\$ 250.00
HACCP	Creation of customized HACCP Plan for District	Each	Custom
Manual	HACCP Manual for each site	Each	Custom
Update	Update to existing SFSPac HACCP Plan	Each	Custom
Gap	District HACCP Gap Analysis	Each	Custom

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

Pacific Support Systems

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☒ Proposal Submission Checklist (Attachment 1, this form)
- ☒ Itemized Bid List (Att. 2)
- ☒ Request For Proposal Signature Page (Att. 3)
- ☒ Evaluation Criteria (Att. 4)
- ☒ Vendor Questionnaire (Att. 5)
- ☒ References (Att. 6)
- ☒ NonCollusion Affidavit (Att. 7)
- ☒ Bidder's Statement Regarding Insurance Coverage (Att. 8)
- ☒ Workers' Compensation Insurance Certificate (Att. 9)
- ☒ Drug-Free Workplace Certification (Att. 10)
- ☒ Equal Opportunity Employment (Att. 11)
- ☒ Fingerprinting/Criminal Background Investigation Certification(Att. 12)
- ☒ Form for Certification of Lack of Felony Convictions (Att. B)
- ☒ Certificate of Independent Price Determination (Att. 13)
- ☒ Suspension and Debarment Certification (Att. 14)
- ☒ Certification Regarding Lobbying (Att. 15)
- ☒ Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- ☒ Statement of Pricing (Include in your proposal)
- ☒ HACCP Plan / Food Security and Safety Program (Include in your proposal)
- ☒ Addenda if issued

Itemized Bid List – Attachment “2”

TO BE SUBMITTED WITH PROPOSAL

List can also be found on the procurement web page at <https://www.ousd.org/procurement/bid-opportunities/current-bid-opportunities>.

The List will be posted on our procurement web page under RFP #25-159.1NS Food Safety & Sanitation Services, titled, Itemized Bid List - Attachment 2

Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

Vendors are invited to submit bids using either of the following approaches:

- 1. Submit pricing for service separately from products, with itemized product pricing***
- 2. Submit an all-inclusive bid for service that specifies which products are covered in that pricing***

Please clearly indicate in your proposal which approach you are using. If submitting separate service and product pricing, provide a detailed breakdown of all product costs. If submitting an all-inclusive bid, clearly list all products included within your service pricing.

- Open Item List
- Click "File" in the top left corner.
- Choose "Download".
- Add your company name to the file name.
- Enter your data into your downloaded document and submit this with your proposal.

Bidders are not required to bid on all items. The District may award to multiple bidders. Please enter "NO BID" for items you are not bidding on.

The Item list is protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.						
Vendors are invited to submit bids using either of the following approaches: 1. Submit pricing for service separately from products, with itemized product pricing 2. Submit an all-inclusive bid for service that specifies which products are covered in that pricing Please clearly indicate in your proposal which approach you are using. If submitting separate service and product pricing, provide a detailed breakdown of all product costs. If submitting an all-inclusive bid, clearly list all products included within your service pricing.						
LINE ITEMS (All Brand Names are for Example Purposes, submitted items may also be equivalent AND compatible with listed brands, sizes and electrical requirements)	INDIVIDUAL QUANTITY	QUANTITY IN GALLONS	BRAND NAMES IF EQUIVALENT	UNIT BID PRICES (per unit, includes all costs for item, except taxes)	ESTIMATED TOTAL BID PRICES (quantity x unit price)	NOTES
TRAINING SERVICES						
Monthly Training and Service Charge	210 Hours in Kitchen	N/A	N/A	N/A	\$	2- incl in price
PRODUCTS						
Green Seal™ All Purpose Cleaner (Or equivalent)	5000	35			\$	2- incl in price
Power Wash Dish Detergent (Or equivalent)	1300	200			\$	2- incl in price
Green Seal™ Certified Heavy Duty Pot and Pan Detergent (Or equivalent)	1350	41			\$	2- incl in price
EPA Registered Sanitizer (Or equivalent)	600	13			\$	2- incl in price
Green Seal™ Multi-Purpose Degreaser/Oven Cleaner (Or equivalent)	890	41			\$	2- incl in price
My Terra Dish Machine Detergent	10	10			\$	2- incl in price
My Terra HW Rinse	10	10			\$	2- incl in price
My Terra Delimer	4	4			\$	2- incl in price
My Terra Low Temp Sanitizer	9200	423			\$	2- incl in price
My Terra Dema Detergent Dispensers for all Dish Machine Product	5	N/A			\$	2- incl in price
My Terra Hand Wash Foam	225	58			\$	2- incl in price
Handcare Dispensers & Labels	65	N/A			\$	2- incl in price
All-Purpose 32 oz Green Spray Bottle	200	N/A			\$	2- incl in price
Heavy Duty Pot and Pan 32 oz Squeeze Bottle	180	N/A			\$	2- incl in price
Sanitizer 32 oz Spray Bottle	280	N/A			\$	2- incl in price
Sanitizer 64 oz Stock Bottle	200	N/A			\$	2- incl in price
Sanitizer Bucket	400	N/A			\$	2- incl in price
Sanitizer Thermometer Cup	30	N/A			\$	2- incl in price
Degreaser/Oven Cleaner 16 oz Bottle with Foaming Sprayer	100	N/A			\$	2- incl in price
Pac Cutter with tie	200	N/A			\$	2- incl in price
Fill To Sink Marker (Wash)	65	N/A			\$	2- incl in price
Fill To Sink Marker (Rinse)	65	N/A			\$	2- incl in price
Fill To Sink Marker (Sanitize)	65	N/A			\$	2- incl in price
Food Prep Sink Marker	65	N/A			\$	2- incl in price
Test Strip Procedure Poster (Bi-Lingual)	84	N/A			\$	2- incl in price
Sanitizer Test Strips	400	N/A			\$	2- incl in price
Product Mixing & Usage Chart (Bi-Lingual)	84	N/A			\$	2- incl in price
Manual Dishwashing Instruction Chart (Bi-Lingual)	80	N/A			\$	2- incl in price
Hand Washing Chart/Signage (Bi-Lingual)	65	N/A			\$	2- incl in price
My Terra Dish Machine Instructional Poster (Bi-Lingual) (or equivalent)	5	N/A			\$	2- incl in price
My Terra Delimer Poster (Bi-Lingual) (or equivalent)	5	N/A			\$	2- incl in price
Safety Data Sheets	84	N/A			\$	2- incl in price
Procedure and Reference Guide (Bi-Lingual)	5	N/A			\$	2- incl in price
Oven Scrapers	50	N/A			\$	2- incl in price
Hand Lotion	10	2			\$	2- incl in price
Combi Cleaner	12	12	MyTerra Combi	19.75	\$237.00	Avail purchase
Combi Degreaser	2	2	MyTerra Combi	19.75	\$39.50	Avail purchase
Plain Buckets	120	N/A			\$	2- incl in price
Spray Nozzles	180	N/A			\$	2- incl in price
My Terra Racks	5	N/A			\$	2- incl in price
PROPOSE ADDITIONAL ITEMS BELOW						

Request For Proposal Signature Page - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	Pacific Support Systems
Signature of Company Official	
Name of Signer	Nic Vogt
Title of Signer	Regional operations Manager
Email Address	nicvogt@pacificsscorp.com
Complete Mailing Address	P.O. Box 2631
City, State, Zip	Lynnwood, WA 98036
Phone Number	206-396-1993
Date	7-13-2025
Minimum Dollar Amount for Delivery	\$
☒	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
☒	Check if no minimum case amount for delivery is required.

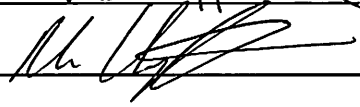
Evaluation Criteria - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List "Attachment 2"	20
Delivery & Service Specifications	100% of Max Points: Ability to provide services & supplies within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to provide within District's designated time but on alternate service days & positive references of timely & accurate service. 0 Points: Unable to meet District's designated service time & days and/or negative references of frequent untimely and/or inaccurate scheduling even if scheduling time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Ordering Systems and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	15
Safety Records and Controls	100% of Max Points: Bidder's staff are properly and regularly trained in current safety procedures, The proposer promptly and appropriately addresses safety issues raised by vendor inspections of service sites.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to	15

	If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Food Safety & Sanitation Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Staff education on OSHA Guidelines, ServSafe and HACCP principles - Staff education on operating procedures for food safety and sanitation equipment and products - Instructional posters for staff - educational videos on food safety and sanitation practices - online learning platform for staff with cleaning modules, procedures and quizzes	Responses to Questions Labeled "Food Safety & Sanitation Education - " in Vendor Questionnaire	15
Inventory management	100% of Max Points: Bidder will provide monthly inventory management and service checks for all listed school sites. 0% of Max Points: Bidder will not provide monthly inventory management and service checks for all listed school sites.	Responses to Question labeled "Inventory Management - " in Vendor Questionnaire.	15
TOTAL POINTS:			100

By signing this, I acknowledge that I have reviewed OUSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation): Pacific Support Systems

Signature of Bidder's Authorized Representative: 

Date of Signing: 7-13-2025

Vendor Questionnaire - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery & Service Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery & Service Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.
5. Service Reliability and Past Performance - Please describe how you will communicate information regarding product availability.
6. Service Reliability and Past Performance - What is the lead time you require for orders?
7. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
8. Service Reliability and Past Performance - How many years has your company been in the food safety and sanitation business?
9. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
10. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
14. Food Safety and Sanitation Education - Has your company previously provided a district with Staff education on OSHA Guidelines, ServSafe and HACCP principles; Staff

education on operating procedures for food safety and sanitation equipment and products; Instructional posters for staff; Educational videos on food safety and sanitation practices; Online learning platform for staff with cleaning modules, procedures and quizzes; Farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below.

15. Food Safety and Sanitation Education - Has your company previously consulted district food service staff on food safety and sanitation? If so, please describe below.
16. Food Safety and Sanitation Education - Will your company be able to provide consultation for a minimum of 2 hours per month.
17. Inventory Management - Will your company provide monthly inventory management and service checks with all the school sites?

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.

Name of Bidder (Person, Firm, or Corporation): Pacific Support Systems

Signature of Bidder's Authorized Representative: 

Date of Signing: 7-13-2025

Print Name & Title of Authorized Representative: Nic Vogt / Regional Operations Manager

Phone Number: 206-396-1993

Email: nic.vogt@pacificsscorp.com

Vendor Questionnaire – Attachment “5”

Answers

1. **Service** – Yes, I, Nic Vogt will and am the Operations Manager that will and has worked with OUSD on a consistent basis for more than 5 years.
2. **Delivery & Service Specifications** – Yes, we will make the specified delivery timeframe as we will visit each site on a 25-30 operational day rotation.
3. **Delivery & Service Specifications** – We have a fleet of Chevy Express cargo vans that we routinely maintain by having them serviced by a professional auto shop that changes the fluids on a regular basis and does preventive maintenance to keep the fleet at peak performance as to prevent any interruptions in service and delivery. Fleet vehicles are listed below.
 - 2025 Chevrolet Express 2500
 - 2025 Chevrolet Express 2500
 - 2021 Chevrolet Express 2500
 - 2019 Chevrolet Express 2500
4. **Ordering Systems & Reports** – Yes, orders can be placed either by email or phone call. We eliminate the need to have orders being placed as we deliver enough products to each site to last them more than the duration of our 25-30 day service visits. When the sites are in need due to unforeseen circumstances, they can call our service number or email us directly to ask for service.
5. **Service Reliability & Past Performance** – I communicate product availability by phone call, email or in person, all of our products are made in the USA, and I am responsible for ordering shipments on a regular basis to make sure that all the sites always have what they need.
6. **Service Reliability & Past Performance** – There really is no lead time on specific orders as we have a warehouse that we keep an inventory of all products in and we deliver the products each time that we're out in the district. When a site or district has run out of a certain product, we guarantee that we will take care of it withing 48hrs of the initial call.
7. **Service Reliability & Past Performance** – Yes, I will and have provided the points of contact whether it be through email or phone number. I, Nic Vogt have been and am the main contact for the district.
8. **Service Reliability & Past Performance** – Pacific Support Systems has been partnering with school districts and only school districts for more than 30 years, providing Food Safety and Sanitation services and programs.
9. **Service Reliability & Past Performance** – No.

10. **Service Reliability & Performance** – If we have a shortage in products, we directly contact the person in charge and or the assistants for the district by phone and email.
11. **Service Reliability & Performance** – 38.
12. **Service Reliability & Performance** – If there is ever a recall, we will directly contact the person in charge and or their assistants and immediately remove any product necessary.
13. **Safety Records and Controls** – Yes, all aspects of Product Quality Control can and will be met.
14. **Food Safety and Sanitation Education** – Yes, we have and will continue to provide staff education on OSHA guidelines, ServSafe and HACCP Principles and everything listed in the RFP in question 14.
- We train the staff on OSHA guidelines/requirements, HACCP requirements, various education topics that pertain to food safety and sanitation on a regular basis when we visit each site every 25 to 30 days as well as a multi-point inspection of the entire kitchen. We also have a service number that's available for the staff to utilize for any assistance needed.
15. **Food Safety and Sanitation Education** – Yes, we have previously consulted and continue to consult OUSD staff on food safety and sanitation topics for the past 5 years. When we visit each site on our 25 to 30 operational day rotation. We review with the staff members that are on site of the Food Safety and Sanitation topics of the month that we provide and if there is anything that needs attention at the time of our visits.
16. **Food Safety and Sanitation Education** – Yes.
17. **Inventory Management** – Yes, we will provide and monitor the complete inventory at each site to help minimize miss use and over use of the cleaning products and materials.

References - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district references requiring at least 1 service per month. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	Madera unified
Contact Person & Title	Brian Chiarito/Foodservice director
Telephone Number	559-675-4546
Required Number of Services per Month?	All sfbac services are delivered to each site within the district each month.

Reference #2

School District	Lodi unified
Contact Person & Title	Dr. Betty Croucher/Foodservice director
Telephone Number	209-331-7155
Required Number of Services per Month?	All sfbac services are delivered to each site within the district each month.

Reference #3

School District	Marysville Joint unified
Contact Person & Title	Amber Green/Foodservice director
Telephone Number	530-749-6178
Required Number of Services per Month?	All sfbac services are delivered to each site within the district each month.

NonCollusion Affidavit - Attachment "7"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California

County of Alameda

Bidder's Name Pacific Support Systems, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Pacific Support Systems the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, 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 Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

7-13-2025
(Date)

Lynnwood WA
Signed at (Place) '

Pacific Support Systems
Bidder Name
(Person, Firm, Corp.)

Nic Vogt
Authorized Representative

P.O. Box 2631
Address

Nic Vogt
Representative's Name

Lynnwood, WA 98036
City, State, Zip

Regional Operations Manager
Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Pacific support systems

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Nic Vogt / Regional Operations Manager

Name & Title of Authorized Representative

7-13-2025

Date of Signing

Workers' Compensation Insurance Certificate- Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pacific Support Systems

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Nic Vogt / Regional Operations Manager

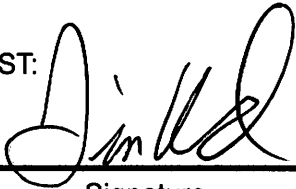
Name & Title of Authorized Representative

7-13-2025

Date of Signing

ATTEST:

By



Signature

Tim Harkleroad, G.M.

Printed Name & Title

Drug-Free Workplace Certification - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

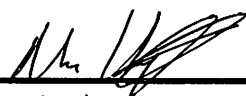
I, Nic Vogt, am the Regional operations manager of
(Print Name) (Title)

(Bidder Name): Pacific Support Systems I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Lynnwood, WA this day of 7/13/2025
(City and State) (Date)


(Signature)

Nic Vogt
(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the Pacific Support Systems (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 7-13-2025

Pacific Support Systems
CONTRACTOR

By: [Signature]

Fingerprinting/Criminal Background Investigation Certification -
Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in ***Attachment B*** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Regional Operations Manager [insert "owner" or officer title] of Pacific Support Systems [insert name of business entity], have read the foregoing and agree that Pacific Support Systems [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 7-13-2025

Name: Nic Vogel

Signature: 

Title: Regional Operations Manager

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions TO BE SUBMITTED WITH PROPOSAL

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name:

Date of Entity's Contract with District:

Scope of Entity's Contract with District:

Pacific Support Systems
8-1-2025
Food Safety and Sanitation Services

I, Tim Hartleroad [insert name], am the President-G.M. [insert "owner" or officer title] for Pacific Support Systems [insert name of business entity] ("Entity"), which entered a contract on 8-1-2025, 2025, with the District for Food Safety and Sanitation Services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: July 14, 2025

Signature:

Typed Name:

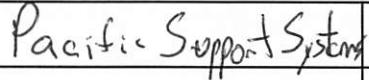
Title:

Entity:

Tim Hartleroad
President - G.M.
Pacific Support Systems

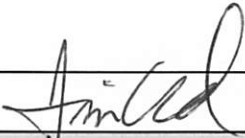
Certificate of Independent Price Determination - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

		
Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

		G.M.		7-13-25
Signature of Bidder's Authorized Representative		Title		Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative		Title		Date

Suspension and Debarment Certification - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

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 Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. 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.
2. 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.

Name of School Food Authority

Agreement Number

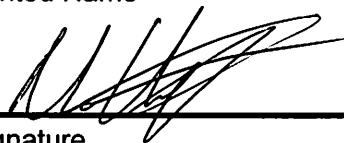
Potential Vendor or Existing Contractor (Lower Tier Participant):

Nic Vogt

Printed Name

Regional Operations Manager

Title



Signature

7-13-2025

Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.**

INSTRUCTIONS FOR CERTIFICATION

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 on the reverse side 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.

Certification Regarding Lobbying - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted **ANNUALLY** by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, 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:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor: <i>Pacific Support Systems</i>			
Printed Name and Title: <i>Tim Harkleroad - G.M.</i>		Signature : <i>[Signature]</i>	Date: <i>7-13-2025</i>

DISCLOSURE OF LOBBYING ACTIVITIES

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>Pacific Support Systems</i>	BTRC (or n/a) <i>N/A</i>
By (Authorized Signature) <i>[Signature]</i>	
Print Name and Title of Person Signing <i>Tim Harkleroad</i>	
Date Executed <i>7-13-2025</i>	City Approval (Signature) (Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

- 4. Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- 5. Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- 6. Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
- a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD

Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s)

change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. Confidentiality and Data Privacy.

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

- 9. Copyright/Trademark/Patent/Ownership.** Except for any intellectual property owned by VENDOR that existed prior to execution of this AGREEMENT, VENDOR understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.

12. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. Legal Notices. Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

14. Status.

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following: (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work; (ii) VENDOR's work is outside the usual course of OUSD's business; and (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD; (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such

desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is

free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or

otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

23. Limitation of OUSD Liability. Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). Notwithstanding any other provision of this AGREEMENT, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

24. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 36. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
- 37. Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
- 38. Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
- 39. Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- 40. W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
- 41. Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 42. Signature Authority.**
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.

b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

43. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

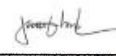
VENDOR

Name: Nic Vogt Signature: 

Position: Regional Operations manager Date: 9-8-25

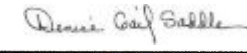
One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Jennifer Brouhard Signature: 

Position: President, Board of Education Date: 11/13/2025

- ☒ Board President (for approvals)
☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler Signature: 

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: 11/13/2025

Template Approved as to form by OUSD Legal Department

SERVICES AGREEMENT

EXHIBIT A

(Each Listed Clause below Corresponds to the Clause in the Agreement.)

VENDOR: Pacific Support Systems Inc.

Clause 1: **Services.** Describe the SERVICES VENDOR will provide: Vendor will deliver and maintain food safety and sanitation services and supplies to the District.

Clause 2: **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: September 1, 2025

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after the start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: June 30, 2026

Clause 3: **Compensation.**

- a. The basis for payment to VENDOR shall be:

- ☐ Hourly Rate: _____ per hour
☐ Daily Rate: _____ per day
☐ Weekly Rate: _____ per week
☐ Monthly Rate: _____ per month
☐ Per Student Served Rate: _____ per student served
☐ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): _____

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

Not-To-Exceed Amount: \$145,500.00

*OUSD Services Agreement Exhibit A
Page 2 of 2*

NOTE: Each Listed Clause below Corresponds to the Clause in the Agreement

Clause 13: **Legal Notices.**

OUSD

Site/Dept: Legal Department
Address: 1011 Union Street, Site 946
City, ST Zip: Oakland, CA 94607
Phone: 510-879-5060
Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Pacific Support Systems
Address: P.O. Box 2631
City, ST Zip: Lynnwood, WA 98036
Phone: 206-396-1993
Email: Nicvogt@pacificssc.com

Clause 17: **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- ☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

Clause 18: **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- ☐ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- ☐ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

Clause 20: **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- ☒ Yes, the SERVICES would be able to continue as described herein.
- ☐ No, the SERVICES would not be able to continue.
- ☐ Yes, but the SERVICES would be different than described herein, they would be as follows:



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

RE-ISSUE NOTICE

Date of Re-Issue: June 27, 2025

Request for Proposal (RFP) #25-159.1NS

FOOD SAFETY & SANITATION SERVICES K-12 MEAL PROGRAM FOR NUTRITION SERVICES

This Request for Proposal (RFP) #25-159NS for Food Safety & Sanitation Services is being **reissued** due to a lack of responses received during the initial solicitation period.

Vendors are strongly encouraged to carefully review the RFP requirements and submit a complete proposal by the revised submission deadline: **Tuesday, July 22, 2025, at 2:00 PM (PST)**..

All proposals must reference **RFP #25-159.1NS – Food Safety & Sanitation Services**.

For questions or additional information, please contact the

Procurement Department at:
procurement@ousd.org



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #25-159.1NS

**FOOD SAFETY & SANITATION SERVICES
K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

**email: procurement@ousd.org
phone: (510) 879-2990**

**Proposals Due:
July 22, 2025 at 2:00 PM PST**

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY
THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP Schedule of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	June 27, 2025
Deadline for Questions:	July 9, 2025 @4:00 p.m. pst
Proposal/Bid Submitted to District:	July 22, 2025 @2:00 p.m. pst
Final Bid Award Notice:	July 31, 2025
Contract Start Date:	August 2025

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary.

The District reserves the right to amend or cancel this proposal at any time. Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

If a proposer desires any clarification or questions of any kind regarding this solicitation, the proposer must make a written request and should be addressed via email to:

Procurement Department
procurement@ousd.org

NOTE: Contacting Board members and/or any District staff other than the procurement analyst who is outlined above, may disqualify the proposer from the selection process.

Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of statements of qualifications and proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision of food safety & sanitation supplies and services (“Services”) to the District, as further described herein.

General Information about the District

The Oakland Unified School District (OUSD) is the eleventh largest school district in California. OUSD located in and is approximately coterminous with the City of Oakland, California, and is located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates twenty-eight (28) child development centers, forty-five (45) elementary schools, eleven (11) middle schools, nine (9) high schools, four (4) K-8, three (3) 6-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about our District.

Introduction

The District has [84 schools](#) that will require delivery and routine service. The District is seeking proposals from qualified companies to provide the training program, the products and the services defined in this RFP that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, and support food production and sanitation practices that have lower environmental impacts.

The District is seeking to:

1. Partner with a sanitation vendor that will provide excellent customer service.
2. Staff are appropriately trained in food safety and sanitation practices
3. Utilize the expertise of our vendor to provide training information for our department staff on best practices for sanitation, food safety, and sustainability

General Requirements

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall include providing proof of established sanitation procedures to assure proper information. A copy of the Bidder's Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal.

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Term of Contract – Contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP with an option to extend contract for four (4) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). If extended, price increases must be justified in writing and approved by the District. The District will use a benchmark including the regional Consumer Price Index (CPI) as an indicator during the analysis and consideration of price increases. Such renewal will be made by notifying the vendor in writing thirty (30) days before the expiration of the contract.

Pricing

Provide a detailed Statement of Pricing for services and supplies to be provided. For Supplies, price per case must be demonstrated using pricing from 7/1/2024 - Current. Confirm that Bidder will provide best pricing based on schedule of services and quantity of supplies and that such pricing shall not exceed the actual fixed price, charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidder must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August, 2025 through June 30, 2026. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. The District reserves the

right to request verification of any change in prices and the markups must remain firm for the full contract period. 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.

Itemized Bid List – The District’s Itemized Bid List is attached hereto. The District requires supplies to be itemized separately from services. The “Notes” section should be used to indicate if the item bid is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

Price Verification – For the purposes of award review, price quoted for services and supplies on the Item Bid List must be the Bidder’s lowest pricing from within thirty (30) days of January 1, 2025 - Current. Please submit copies of at least one invoice including each of the “price verification items” from invoices from 2025, from different school districts or other comparable food service, to verify pricing. The District has the right to request invoices of additional items for price verification. The specifications of these items are listed in further detail in the “Itemized Bid List”.

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder’s mark-up on sub consultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

Price Adjustments – The Successful Bidder will be allowed to adjust prices for fixed price items upon presentation of suitable proof of a price increase from a manufacturer or processor or valid Market resource. A notice shall be sent including proof of any increase. Any change to the price will be subject to mutual agreement by both parties.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to provide the products under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this procurement. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/procurement/bid-opportunities/current-bid-opportunities>.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential

The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, sanitation services and supplies from other vendors throughout the contract if it deems necessary.

Previous Performance – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

Protests Selection Procedure

Any Bidder may protest the District's issuance of a notice of "Not To Award" if it believes that the District has incorrectly selected another proposer for the award. Notice of protest shall be filed with the District within five (5) business days after the notice of "Not to Award" is received. The notice of protest must include the name of the protesting bidder, a detailed description of specific grounds for protest, and copies of all supporting documents. Provider should submit the protest electronically by email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The protest must contain a complete statement of any and all bases for the protest.

The protest must refer to the specific portions of any documents that form the bases for the protest.

The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, and all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of protest. Failure to comply with any of these procedures, at the District's sole discretion, shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings.

Terms and Conditions

In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.

Acceptance of Proposals – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the period this Proposal is in force. It is not intended that large variations from the listed quantities will be made, but quantity

additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

Alteration of Request for Proposal Text – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Proposal Negotiations – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Proposal – No Proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a proposal form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a RFP which meets all of the specifications set forth in the RFP.

District Requirements – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

Errors and Corrections – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

Examination of Proposal Documents – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the Proposal.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. 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

Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder's signed Proposal and District's written acceptance shall constitute a binding contract.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. 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.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the Nutrition Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be canceled.

Substitutions – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

Taxes – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the Nutrition Services Department Interim Executive Director (or Executive Director if instated).

Customer Service – The District requires that the successful Bidder have a dedicated account manager working with The District on a consistent basis.

Minimum Insurance/Coverage: The District and Bidder agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as

Additional Insured as respects the operations of the named insured performed under the terms of this Agreement.”

3. **Primary Insurance Endorsement:** In addition to the “Additional Insured” as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, “Such insurance as is afforded by the Endorsement for the Additional Insured’s shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement.”
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder’s insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers’ Compensation:** Bidder shall provide Workers’ Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement.” Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers’ Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder’s insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: “Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement.” The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1000000 combined single limit.
8. **Survivability:** The parties’ indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties’ actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce

defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Delivery Requirements and Locations

Delivery Service Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to deliver and maintain food safety and sanitation services and supplies to the District. The District reserves the rights 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 service times as required. Awarded vendor(s) will be required to provide the initial services to approximately 84 school sites with scheduled monthly service checks, as indicated below.
2. All services shall occur between the hours of 7:00 a.m. and 12:00 noon pacific standard time.
3. For unscheduled services or supply shortages by site, the vendor will be required to provide to various cafeterias/kitchens or other locations as requested by the District.
4. On the scheduled day of service and re-supply, the vendor shall not arrive so close to the end of the service time window as to create concern by the school site.
5. The District reserves the right to add or remove sites as needed. The District also reserves the right to revise scheduled times as required. Additional supplies and service requirements are outlined within the RFP. The District's preferred days for service are Monday, Tuesday, Wednesday, Thursday.

OUSD Delivery Locations				
Location	Address	Service Times	Preferred Service Days	Schedule Period
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 12:00 pm	M-F	Monthly

Bella Vista Elementary School	1025 East 28th Street, Oakland CA 94606	7:00 am - 12:00 pm	M-F	Monthly
Bret Harte Middle	3700 Coolidge Avenue, Oakland 94602	7:00 am - 12:00 pm	M-F	Monthly
Bridges Academy at Melrose	1325 53rd Avenue, Oakland, 94601	7:00 am - 12:00 pm	M-F	Monthly
Brookfield Elementary School	401 Jones Avenue, Oakland, CA 94603	7:00 am - 12:00 pm	M-F	Monthly
Burckhalter Elementary School	3994 Burckhalter Avenue, Oakland CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Carl B. Munk Elementary School	11900 Campus Drive, Oakland CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Castlemont High School	8601 MacArthur Boulevard, Oakland CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Chabot Elementary School	6686 Chabot Rd Oakland, CA 94618	7:00 am - 12:00 pm	M-F	Monthly
Claremont Middle School	5750 College Ave Oakland, CA 94618	7:00 am - 12:00 pm	M-F	Monthly
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 12:00 pm	M-F	Monthly

Coliseum College Preparatory	1390 66th Avenue, Oakland CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Crocker Highlands Elementary School	525 Midcrest Rd Oakland, CA 94610	7:00 am - 12:00 pm	M-F	Monthly
Dewey Academy	1111 2nd Ave Oakland, CA 94606	7:00 am - 12:00 pm	M-F	Monthly
East Oakland Pride Elementary School	8000 Birch St Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Edna Brewer Middle School	3748 13th Avenue, Oakland CA	7:00 am - 12:00 pm	M-F	Monthly
Elmhurst United Middle School	1800 98th Avenue, Oakland CA, 94603	7:00 am - 12:00 pm	M-F	Monthly
Emerson Elementary School	4803 Lawton Ave Oakland, CA 94609	7:00 am - 12:00 pm	M-F	Monthly
Esperanza/Korematsu	10315 E Street, Oakland CA, 94603	7:00 am - 12:00 pm	M-F	Monthly
Franklin Elementary School	915 Foothill Boulevard, Oakland CA, 94606	7:00 am - 12:00 pm	M-F	Monthly
Fremont High School	4610 Foothill Boulevard, Oakland CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Frick United Academy	2845 64th Avenue, Oakland CA 94605	7:00 am - 12:00 pm	M-F	Monthly

Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 12:00 pm	M-F	Monthly
Garfield Elementary School	1640 22nd Avenue, Oakland CA 94606	7:00 am - 12:00 pm	M-F	Monthly
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 12:00 pm	M-F	Monthly
Global Family Elementary School	2035 40th Avenue, Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Grass Valley Elementary School	4720 Dunkirk Ave Oakland, CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
New Highland Rise Academy	8521 A Street, Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Hillcrest Elementary School	30 Marguerite Dr Oakland, CA 94618	7:00 am - 12:00 pm	M-F	Monthly
Hoover Elementary School	890 Brockhurst St Oakland, CA 94608	7:00 am - 12:00 pm	M-F	Monthly
Horace Mann Elementary School	5222 Ygnacio Ave Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly

Joaquin Miller Elementary School	5525 Ascot Dr Oakland, CA 94611	7:00 am - 12:00 pm	M-F	Monthly
La Escuelita Elementary School	1050 2nd Ave Oakland, CA 94606	7:00 am - 12:00 pm	M-F	Monthly
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Lincoln Elementary School	225 11th Street, Oakland, CA 94607	7:00 am - 12:00 pm	M-F	Monthly
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Madison Park Upper	400 Capistrano Drive, Oakland CA, 94603	7:00 am - 12:00 pm	M-F	Monthly
Madison Park Primary	470 El Paseo Dr Oakland, CA 94603	7:00 am - 12:00 pm	M-F	Monthly
Manzanita Community School	2409 East 27th Street, Oakland CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 12:00 pm	M-F	Monthly
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 12:00 pm	M-F	Monthly

Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 12:00 pm	M-F	Monthly
Melrose Academy Upper	4730 Fleming Ave Oakland, CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Melrose Academy Lower	5328 Brann St Oakland, CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Montclair Elementary School	1757 Mountain Blvd Oakland, CA 94611	7:00 am - 12:00 pm	M-F	Monthly
Montera Middle School	5555 Ascot Drive, Oakland CA 94611	7:00 am - 12:00 pm	M-F	Monthly
Oakland Academy of Knowledge	8755 Fontaine St Oakland, CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Oakland High	1023 MacArthur Boulevard, Oakland CA 94610	7:00 am - 12:00 pm	M-F	Monthly
Oakland International	4521 Webster Street, Oakland CA 94609	7:00 am - 12:00 pm	M-F	Monthly
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 12:00 pm	M-F	Monthly
Peralta Elementary School	460 63rd St Oakland, CA 94609	7:00 am - 12:00 pm	M-F	Monthly
Piedmont Avenue Elementary School	4314 Piedmont Ave Oakland, CA 94611	7:00 am - 12:00 pm	M-F	Monthly

Prescott Elementary School	920 Campbell Street, Oakland, CA 94607	7:00 am - 12:00 pm	M-F	Monthly
REACH Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 12:00 pm	M-F	Monthly
Redwood Heights Elementary School	4401 39th Ave Oakland, CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Roosevelt Middle School	1926 19th Avenue, Oakland CA 94606	7:00 am - 12:00 pm	M-F	Monthly
Rudsdale Continuation	8251 Fontaine St Oakland, CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 12:00 pm	M-F	Monthly
Sequoia Elementary School	3730 Lincoln Ave Oakland, CA 94602	7:00 am - 12:00 pm	M-F	Monthly
Skyline High School	12250 Skyline Boulevard, Oakland CA 94619	7:00 am - 12:00 pm	M-F	Monthly
Street Academy	417 29th St Oakland, CA 94609	7:00 am - 12:00 pm	M-F	Monthly
Think/International Academy	2825 International Blvd Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Thornhill Elementary School	5880 Thornhill Dr Oakland, CA 94611	7:00 am - 12:00 pm	M-F	Monthly
United for Success/Life Academy	2101 35th Ave Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly

Urban Promise Academy	3031 E 18th St Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
West Oakland Middle School	991 14th Street, Oakland CA 94607	7:00 am - 12:00 pm	M-F	Monthly
Westlake Middle	2629 Harrison Street, Oakland CA 94611	7:00 am - 12:00 pm	M-F	Monthly
Arroyo Valley CDC	1895 78th Ave Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Bella Vista CDC	2410 10th Avenue, Oakland, CA 94606	7:00 am - 12:00 pm	M-F	Monthly
Burbank Pre-K	3550 64th Ave Oakland, CA 94605	7:00 am - 12:00 pm	M-F	Monthly
Centro Infantil CDC	2660 East 16th Street, Oakland CA, 94601	7:00 am - 12:00 pm	M-F	Monthly
Harriet Tubman Preschool	800 33rd St Oakland, CA 94608	7:00 am - 12:00 pm	M-F	Monthly
Highland CDC	1322 86th Ave Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
International CDC	2825 International Blvd Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Jefferson CDC	1975 40th Ave Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Lockwood CDC	1125 69th Ave Oakland, CA 94621	7:00 am - 12:00 pm	M-F	Monthly
Manzanita CDC	2409 E 27th St Oakland, CA 94601	7:00 am - 12:00 pm	M-F	Monthly
Stonehurst CDC	901 105th AveOakland, CA 94603	7:00 am - 12:00 pm	M-F	Monthly
United Nation CDC	1025 4th Ave Oakland, CA 94606	7:00 am - 12:00 pm	M-F	Monthly

Yuk Yau CDC	291 10th St Oakland, CA 94607	7:00 am - 12:00 pm	M-F	Monthly
Kaiser CDC	25 S Hill Ct Oakland, CA 94618	7:00 am - 12:00 pm	M-F	Monthly

Proposal Submission Instructions

Proposals shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **July 22, 2025 at 2:00pm PST**.

Proposal shall be submitted with subject line:

“Response to RFP Proposal #25-159.1NS Food Safety & Sanitation Services”

***When submitting your proposal, be sure to get a ticket number or confirmation email.** Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst**. All proposals emailed or delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

Proposal Submission Checklist - Attachment “1”

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder’s Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (Attachment 1, this form)
- ☐ Itemized Bid List (Att. 2)
- ☐ Request For Proposal Signature Page (Att. 3)
- ☐ Evaluation Criteria (Att. 4)
- ☐ Vendor Questionnaire (Att. 5)
- ☐ References (Att. 6)
- ☐ NonCollusion Affidavit (Att. 7)
- ☐ Bidder’s Statement Regarding Insurance Coverage (Att. 8)
- ☐ Workers’ Compensation Insurance Certificate (Att. 9)
- ☐ Drug-Free Workplace Certification (Att. 10)
- ☐ Equal Opportunity Employment (Att. 11)
- ☐ Fingerprinting/Criminal Background Investigation Certification(Att. 12)
- ☐ Form for Certification of Lack of Felony Convictions (Att. B)
- ☐ Certificate of Independent Price Determination (Att. 13)
- ☐ Suspension and Debarment Certification (Att. 14)
- ☐ Certification Regarding Lobbying (Att. 15)
- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Att. 16)
- ☐ Statement of Pricing (Include in your proposal)
- ☐ HACCP Plan / Food Security and Safety Program (Include in your proposal)
- ☐ Addenda if issued

Itemized Bid List – Attachment “2”

TO BE SUBMITTED WITH PROPOSAL

List can also be found on the procurement web page at <https://www.ousd.org/procurement/bid-opportunities/current-bid-opportunities>.

The List will be posted on our procurement web page under RFP #25-159.1NS Food Safety & Sanitation Services, titled, Itemized Bid List - Attachment 2

Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

Vendors are invited to submit bids using either of the following approaches:

- 1. Submit pricing for service separately from products, with itemized product pricing***
- 2. Submit an all-inclusive bid for service that specifies which products are covered in that pricing***

Please clearly indicate in your proposal which approach you are using. If submitting separate service and product pricing, provide a detailed breakdown of all product costs. If submitting an all-inclusive bid, clearly list all products included within your service pricing.

- Open [Item List](#)
- Click “File” in the top left corner.
- Choose “Download”.
- Add your company name to the file name.
- Enter your data into your downloaded document and submit this with your proposal.

Bidders are not required to bid on all items. The District may award to multiple bidders. Please enter “NO BID” for items you are not bidding on.

Request For Proposal Signature Page - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	\$
☐	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
☐	Check if no minimum case amount for delivery is required.

Evaluation Criteria - Attachment “4”
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List “Attachment 2”	20
Delivery & Service Specifications	100% of Max Points: Ability to provide services & supplies within the District’s designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to provide within District’s designated time but on alternate service days & positive references of timely & accurate service. 0 Points: Unable to meet District’s designated service time & days and/or negative references of frequent untimely and/or inaccurate scheduling even if scheduling time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Ordering Systems and Reports	100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. 30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements. 0 Points: Unable to provide e-mail or online ordering.	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	15
Safety Records and Controls	100% of Max Points: Bidder’s staff are properly and regularly trained in current safety procedures, The proposer promptly and appropriately addresses safety issues raised by vendor inspections of service sites.	- HACCP Plan or Food Security and Safety Program - Reference forms - Responses to	15

	If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.	Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Food Safety & Sanitation Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Staff education on OSHA Guidelines, ServSafe and HACCP principles - Staff education on operating procedures for food safety and sanitation equipment and products - Instructional posters for staff - educational videos on food safety and sanitation practices - online learning platform for staff with cleaning modules, procedures and quizzes	Responses to Questions Labeled "Food Safety & Sanitation Education - " in Vendor Questionnaire	15
Inventory management	100% of Max Points: Bidder will provide monthly inventory management and service checks for all listed school sites. 0% of Max Points: Bidder will not provide monthly inventory management and service checks for all listed school sites.	Responses to Question labeled "Inventory Management - " in Vendor Questionnaire.	15
TOTAL POINTS:			100

By signing this, I acknowledge that I have reviewed OUSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Vendor Questionnaire - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Delivery & Service Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery & Service Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.
5. Service Reliability and Past Performance - Please describe how you will communicate information regarding product availability.
6. Service Reliability and Past Performance - What is the lead time you require for orders?
7. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
8. Service Reliability and Past Performance - How many years has your company been in the food safety and sanitation business?
9. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
10. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
11. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
12. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
13. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
14. Food Safety and Sanitation Education - Has your company previously provided a district with Staff education on OSHA Guidelines, ServSafe and HACCP principles; Staff

education on operating procedures for food safety and sanitation equipment and products; Instructional posters for staff; Educational videos on food safety and sanitation practices; Online learning platform for staff with cleaning modules, procedures and quizzes; Farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below.

15. Food Safety and Sanitation Education - Has your company previously consulted district food service staff on food safety and sanitation? If so, please describe below.

16. Food Safety and Sanitation Education - Will your company be able to provide consultation for a minimum of 2 hours per month.

17. Inventory Management - Will your company provide monthly inventory management and service checks with all the school sites?

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.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

References - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district references requiring at least 1 service per month. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Services per Month?	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Services per Month?	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Services per Month?	

NonCollusion Affidavit - Attachment "7"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California

County of _____

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal 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 or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, 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 Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal 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 Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Workers' Compensation Insurance Certificate- Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

Drug-Free Workplace Certification - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

I, _____, am the _____ of
(Print Name) (Title)

(Bidder Name): _____ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this day of _____
(City and State) (Date)

(Signature)

(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

**Fingerprinting/Criminal Background Investigation Certification -
Attachment "12"**

TO BE SUBMITTED WITH PROPOSAL

**FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET**
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____
[insert name of business entity], have read the foregoing and agree that _____
_____ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions TO BE SUBMITTED WITH PROPOSAL

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title]
for _____ [insert name of business entity] ("Entity"), which entered a
contract on _____, 20____, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20____ Signature: _____
Typed Name: _____
Title: _____
Entity: _____

Certificate of Independent Price Determination - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Name of Bidder		Name of SFA

1. By submission of this offer, the offeror (Bidder) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
 - a. The prices in this offer have been arrived at independently—without consultation, communication, or agreement—for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
 - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Bidder's Authorized Representative		Title		Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative		Title		Date

Suspension and Debarment Certification - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

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 Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. 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.
2. 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.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.
INSTRUCTIONS FOR CERTIFICATION

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 on the reverse side 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.

Certification Regarding Lobbying - Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, 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:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor:			
Printed Name and Title:		Signature :	Date:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

1. A Bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A Bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the Bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)	
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)