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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 August 13, 2025

Subject Amendment No. 1, Services Agreement - TriMark dba Chefs' Toys - Food Service Kitchen Equipment and Training - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 1, Food Service Kitchen Equipment and Training Service Agreement (IFB #24-145NS: Kitchen Equipment) by and between the District and TriMark dba Chefs' Toys, San Francisco, CA, to exercise the first of two one-year options to renew the Food Service Kitchen Equipment and Training Contract, for an amount not to exceed \$2,300,000.00, for the period of July 1, 2025 through June 30, 2026. All other terms and conditions of the agreement remain in full force and effect.

Background and Recommendation The amendment includes a change of services allowing TriMark dba Chefs' Toys to increase prices if necessary due to tariffs or other factors outside of the vendors' control, contingent on demonstrating and receiving approval of proof from the District. All other terms and conditions of the Agreement remain in full force and effect.

Term Start Date: July 1, 2025 End Date: June 30, 2026

Not-To-Exceed Amount There is no change in the not exceed amount of \$2,300,000.00.

Competitively Bid Yes, IFB No. 24-145NS was awarded on February 12, 2025.

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$1,750,000.00, list the exception(s) that applies (requires Legal review/approval and may require a resolution):

Funding Source(s) 5310/Child Nutrition School Program and 7032/2022 Kitchen Infra & Training.

Attachment(s)

- Amendment No. 1, Kitchen Infrastructure/Equipment and Training IFB No. 24-145NS
- Vendor Renewal Commitment Letter
- 25-0158 Award - RFP #24-145NS - Kitchen Equipment - Chefs' Toys - Nutrition Service Department, Enactment No. 25-0087, approved 2/12/25



AMENDMENT NO. 01 to
Kitchen Infrastructure / Equipment and Training IFB No. 24-245NS
("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.
- X The SERVICES have changed as indicated below:
 - ☐ A description of the changes in the SERVICES is attached.
 - X The changes in the SERVICES involve the following:

New Additional Language shall be amended to include the following:

"Prices may not reflect applicable tariffs. Vendor reserves the right to make corrections or adjustments to quoted prices due to tariffs, market fluctuations, supply chain disruptions, third-party supplier changes in cost, general contractor delays, or any other factors outside of Vendor's Control. Vendor shall notify OUSD in writing of any such price adjustment as soon as reasonably practicable, and the price adjustment shall become effective immediately upon notice. Before OUSD pays the adjusted price for events beyond the control of the parties, Vendor will provide a new invoice that demonstrates how the new price was calculated and a description of the reasonable efforts that Vendor took to mitigate the impact of the events beyond the control of the parties."

B. Term.

- ☐ The term of the AGREEMENT is unchanged.
- X The term of the AGREEMENT has changed as indicated below:

Original End Date: 06/30/2025

New End Date: 06/30/2026

C. Compensation.

- X 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 \$2,300,000.00.

The original not-to-exceed amount		The original not-to-exceed amount
shall be <u>increased</u> by:	OR	shall be <u>decreased</u> by:
\$ _____		\$ _____

The new not-to-exceed amount is \$ _____.

- 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: Geoff Staff
Signature: [Signature]
Position: President Onets Tys
Date: 7/23/25

OUSD

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

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

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

Amendment Approved as to form by:

[Signature]

7/16/2025

Josh Cumming
Project Attorney
Office of the General Counsel

Date

Template approved as to form by OUSD Legal Department.

Oakland Unified School District

Subject: Amendment to Pricing Terms – Notice of Potential Price Adjustments

Dear Oakland Unified School District,

This letter serves as a formal amendment to Oakland Unified School District's contract with **Chefs' Toys, LLC**, a TriMark USA affiliate company ("TriMark"), dated May 27, 2025. . Upon signature below, this amendment shall be binding and fully incorporated into the Agreement.

We commit to renewing the contract to supply equipment awarded resulting from IFB No. 24-145NS for the 2025-26 school year with the condition that the following language is included as part of the Agreement:

"Prices may not reflect applicable tariffs. TriMark reserves the right to make corrections or adjustments to quoted prices due to tariffs, market fluctuations, supply chain disruptions, third-party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control. TriMark shall notify Customer in writing of any such price adjustment as soon as reasonably practicable, and the price adjustment shall become effective immediately upon notice."



Board Office Use: Legislative File Info.	
File ID Number	25-0158
Introduction Date	2/12/25
Enactment Number	25-0087
Enactment Date	2/12/2025 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Roland Broach, Interim Executive Director, Nutrition Services Department

Meeting Date February 12, 2025

Subject Request for Award of Bid and Approval of Food Service Kitchen Equipment Contract

Ask of the Board Approval by the Board of Education to award bid (IFB) No. 24-145NS: Food Service Kitchen Equipment and contract by and between the District and Chefs' Toys, San Francisco, CA for the latter to provide kitchen equipment, as the lowest responsive, responsible bidder in an amount not to exceed \$2,300,000.00 for one year commencing on August 1, 2024 with two (2) one-year options to renew upon further mutual approval of the Parties.

Background and Recommendation 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. Food Service Kitchen Equipment are necessary purchases for these programs. On May 17, 2024, Nutrition Services advertised Invitation for Bid (IFB) No. 24-145NS. Four vendors responded to IFB No. 24-145NS. Chefs' Toys was selected as the lowest responsive, responsible vendor.

Fiscal Impact Funding resource(s): 7032 2022 Kitchen Infrastructure and Training Funds in an amount not to exceed \$2,300,000.00

Attachment(s)

- Notice of Intent to Award Bid IFB No. 24-145NS
- Chefs' Toys Service Agreement
- Chefs' Toys IFB No. 24-145NS
- OUSD IFB No. 24-145NS



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

NOTICE OF INTENT TO AWARD

July 19, 2024

To: Chef's Toys

PROJECT:

Invitation to Bid (IFB) #24-145NS
KITCHEN EQUIPMENT

The Oakland Unified School District ("OUSD") ("District") has completed its IFB for Kitchen Equipment.

OUSD intends to award Chef's Toys. The recommendation to award the bid to Chef's Toy's, 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 for contracting.

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

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service 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, “VENDOR 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.

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/OUSDPartner>) 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
CHEFS' TOYS**

Name: Ralph Sandoval Signature: Ralph Sandoval

Position: Director Business Development Date: 12/10/2024

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: 2/13/2025

☒ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 

Position: Superintendent and Secretary, Board of Education Date: 2/13/2025

Template Approved as to form by OUSD Legal Department

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Chefs' Toys

1. **Services.** Describe the SERVICES VENDOR will provide: Chefs; Toys to purchase, delivery, and installation of Kitchen Equipment in quantities to be ordered during the term of the contract in quantities to be determined and ordered as need by the District. The Vendor will install oven equipment specified in the Purchase Specifications list.
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: August 1, 2024
 - 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 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, 2025, with two (2) one-year options to renew upon further approval of the Board.
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): OUSD agrees to pay Vendor based on the unit prices and taxes listed by Vendor in the Bid Form for those Items, with such payment being made within forty-five (45) calendar days following receipt of Vendor's invoice or satisfactory and timely delivery, whichever is later.
 - 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: \$2,300,000

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: ousdlegal@ousd.org

VENDOR / CHEFS' TOYS

Name/Dept: **CHEFS' TOYS**

Address: **18430 Pacific Street**

City, ST Zip: **Fountain Valley, CA 92708**

Phone: **(707) 758-6832**

Email: **blake.borchers@trimarkusa.com**

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.

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).

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 Application

Company Name:	Chefs' Toys		
Address:	18430 Pacific St., Fountain Valley, CA 92708		
Primary Contact Person: Title:	Blake Borchers Institutional Sales Rep	Secondary Contact Person: Title:	Ralph Sandoval Director
Email:	Blake.Borchers@trimarkusa.com	Email:	Ralph.Sandoval@trimarkusa.com
Telephone #:	707-758-6832	Telephone #:	714-330-0777
Website (if applicable):			

Tax Classification: If selected other, please state.	<input checked="" type="checkbox"/>	Corporation
	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Other
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	<input checked="" type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details including the name of the other party:		

Bid Form
Oakland Unified School District
Contract for Purchase of Kitchen Equipment
Bid No. 24-145

PURCHASE SPECIFICATIONS

Dear Members of The Board of Education of the Oakland Unified School District:

The undersigned, either a sole proprietor doing business as _____ or representing the partnership or corporation of Chefs' Toys, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Bid Form, and all of the Bid Package documents for the proposed District purchase, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>LINE ITEMS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT BID PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>Installation Price [per unit; do not include if highlighted gray]</u>	<u>ESTIMATED TOTAL BID PRICES</u> <i>[quantity × unit price]</i>
Combi Oven - Alto-Shaam Model No. 7-20G PRO (OR EQUIVALENT) ProdigiTM Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVentTM steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, NATURAL GAS; TURBO without Smoker, standard; 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug; Removable "T" style temperature probe, standard	10	\$	\$	\$

Installation Kit - 5021522 Installation Kit (OR EQUIVALENT), for gas combi ovens, CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$	\$	\$
Reverse Osmosis System - 5031208 Reverse Osmosis System (OR EQUIVALENT) 16 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$	\$	\$
Cleaning Tablets - CE-46991 Alto-Shaam (OR EQUIVALENT) Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)	10	\$		\$
Cleaner - CE-46829 Alto-Shaam (OR EQUIVALENT) Non-Caustic cleaner, (6) 32 oz bottles	10	\$		\$
Deliming Product - CE-27889 Scale Free™ deliming product (OR EQUIVALENT) 4 lb. bottle, citrus-based, non-corrosive	10	\$		\$
Chicken Rack - 5014438 Chicken Rack (OR EQUIVALENT) (6) chicken capacity, self-trussing, stainless steel, fits in side racks, oven holds (4) racks, for 7-20	10	\$		\$
Shelf - SH-22584 Shelf (OR EQUIVALENT) stainless steel wire	10	\$		\$
Grilling Grate - SH-26731 Grilling Grate (OR EQUIVALENT) 12" x 20"	10	\$		\$
Fry Basket - BS-26730 Fry Basket (OR EQUIVALENT) 12" x 20"	10	\$		\$
Pizza Screen - PN-47176 Pizza Screen (OR EQUIVALENT) 16"	10	\$		\$

Stacking Hardware - 5016707 Stacking Hardware (OR EQUIVALENT) 7-20E or 7-20G over 7-20G	10	\$		\$
Mobile Stacking Base - 5017391 Mobile Stacking Base (OR EQUIVALENT) for stacking on 7-20 or 10-20 model ovens	10	\$		\$
Serving Counter, Cold Food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter (OR EQUIVALENT) Approx. 66-3/8" x 30" x 32" High Top - 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$		\$
Single Door Refrigerators - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA	10	\$		\$
Double Door Refrigerators - True Mfg. - General Foodservice Model No. T-49-HC Refrigerator (OR EQUIVALENT) reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	10	\$		\$
Roll-In Refrigerator - True Mfg. - General Foodservice Model No. STA1RRI-1S	33	\$		\$

SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA Door Hinged Right Hand Standard				
Hot food well unit countertop electric - Low Temp Industries Model No. TW-DW-4 TW-DW-4 - 1/2" 90° Turn Down Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58-1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops& interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4	15	\$		\$
Serving counter, cold food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter Approx. 66-3/8" x 30" x 32" High Top (OR EQUIVALENT) 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$		\$
Cash Register Stand - Low Temp Industries Model No. TW-DW-4 TW-DW-4 - 1/2" 90° Turn Down Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58-1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops& interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4 Cord Grommet for Cashier Cord (2) - (B) 10" X 28" Solid S/S Tray Slide 5 Inch Locking Casters	15	\$		\$

sign graphic only - Low Temp Industries Model No. VINYL GRAPHIC (OR EQUIVALENT) Vinyl Graphic - Price per each, 2 for Hot line, 1 for cold line Vinyl Graphic Vinyl Graphic Applied to the Counter Body (If you choose to proceed with this Vinyl Graphic, each cabinet would need one)	1 ea	\$		\$
Milk Coolers 19.66 cu. ft - Beverage Air Model No. SMF49HC-1-W (OR EQUIVALENT) School Milk Cooler forced air, 49"W x 33-5/8"D x 47"H, 19.66 cu. ft., single access, exterior digital thermometer, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/4 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$		\$
Milk Coolers 24 cu. ft. - Beverage Air Model No. SMF58HC-1-W (OR EQUIVALENT) School Milk Cooler, forced air, 58"W x 33-5/8"D x 47"H, 24 cu. ft., single access, exterior digital thermometer, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$		\$
Equipment Stand Tables - GSW USA Model No. ES-S3048 (OR EQUIVALENT) Equipment Stand, 48"W x 30"D x 24"H, 16/430 stainless steel top with 1" up-turn on sides & rear, 18 gauge galvanized undershelf, galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Castors (set of 4 per table) - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT)	15	\$		\$

swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)				
Steam table pans 6" Deep - Culinary Essentials Steam Table Pan (OR EQUIVALENT) full size, 20-3/4" x 12-3/4" x 6" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859272)	200	\$		\$
Steam table pans 4" Deep - TriMark Model No. 859270 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859270)	200	\$		\$
Steam table pans 2.5" Deep - TriMark Model No. 859268 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 2-1/2" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859268)	200	\$		\$
Steam table pans Pan Cover - 859238 Culinary Essentials Steam Table Pan Cover (OR EQUIVALENT) full size, 20-3/4" x 12-3/4", solid, flat, with handle, 22 gauge 18/8 stainless steel (859238)	200	\$		\$
Sheet pans - "TriMark Model No. 182618 (OR EQUIVALENT) Culinary Essentials Bun Pan, full size, 26"L x 18"W x 1"H, 18 gauge aluminum (859367)"	300	\$		\$
Bun/Sheet Pan Rack - Winholt Equipment Model No. AL-1820B (OR EQUIVALENT) Pan Rack, mobile, full height, open sides, with slides for (40) 14" x 18" or (20) 18" x 26" sheet pans capacity, welded angle-type aluminum frame, end loading, 5" casters, NSF	70	\$		\$
Roll in freezer 54" - True Mfg. - General Foodservice Model No. T-49F-HC Freezer (OR EQUIVALENT) reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA	17	\$		\$

5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR® on 4" stem castors, standard				
Roll in freezer 52" - Traulsen Model No. G22010 Dealer's Choice Freezer (OR EQUIVALENT) Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly, non-flammable R-448A refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF, ENERGY STAR®	16	\$		\$
Silver King Milk Dispenser 2-Valve Model SKMAJ2 (OR EQUIVALENT) 115v/60hz/1ph/1.6A/NEMA 5-15P Plug, 17.09"W x 28.09"H x 39.48"D, Stainless steel exterior with galvanized bottom, Stainless steel interior with coved corners and finished edges,One (1) right-hand swing with lockable latch, Two (2) spring-loaded lift valves, Two (2) milk crates (each accommodates a 3-gallon, 5-gallon or 6-gallon bag), Adjustable standard legs or adjustable shipboard legs, R290 Refrigerant, Temperature Range 38°F to 40°F (3.3 to 4.4°C), Internal Capacity 12 gallons.	10	\$		\$
Work Table for Milk Dispensers, John Boos Model No. ST6R1.5-3030SSK (OR EQUIVALENT) Work Table, 30"W x 30"D, 16/300 stainless steel top with 1-1/2"H rear up-turn, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD Dimensions 37.25(h) x 30(w) x 30(d) Modification to leg height, (4) leg table, 26"H overall 1-1/2" turned up left end splash (modification)	10	\$		\$

1-1/2" turned up right end splash (modification)				
2" Lower Shelf turned up back, (2209E)				
Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4)				
Work table - stainless steel top - GSW USA Model No. WT-EE2460 (OR EQUIVALENT) Economy Work Table, 60"W x 24"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Work Table Casters - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT) swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	15	\$		\$
			Subtotal of Above Line Item Bids	\$
			Taxes	\$
			Total Bid	\$

Bidder must complete the last two columns in the above table and complete the following: The total bid is _____ [insert words] Dollars and _____ [insert numerals] /100.

This bid price will not be revoked for ninety (90) calendar days after bid opening. Award of the Contract will be based on the lowest responsive and responsible bidder. The not-to-exceed contract price shall be the above total bid price.

Authority of the individual(s) signing the Bid Form to bind a bidding partnership or corporation must be attached.

INDIVIDUAL:

Ralph Sandoval [signature]

Ralph Sandoval [Name]

Date: June 6, 2024

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ [signature]

_____ [Name]

General Partner

_____ [Partnership Name]

Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

Gina Patterson [signature]

Gina Patterson [Name]

Senior Vice President [Chairman, Pres., or Vice-Pres.]

Trimark USA [Corporation Name]

Date: 6/6, 2024

Joseph A. Hoot [signature]

Joseph A. Hoot [Name]

CFO [Secretary, Asst. Secretary, CFO, or Asst. Treasurer]

Trimark USA [Corporation Name]

Date: June 6, 2024

Exhibit A: Oakland Unified School District Purchase Agreement

(Contract agreement may be subject to change)

SAMPLE ONLY - DO NOT SIGN

This Agreement is made this _____ day of _____, 20____, by and between **Oakland Unified School District**, "District," and _____, "Vendor," ("Agreement," or "Contract") with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was the lowest responsible bidder for the District's Bid No. _____ for the purchase and delivery of the items of equipment, materials, supplies, and services detailed in the Bid Package (defined below) provided by the District ("Items").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Location for Delivery. Vendor agrees to deliver the Items to District at the School addresses listed on the OUSD [School Directory Site](https://www.ousd.org/our-schools/school-directory) as specified at the time of purchase. (<https://www.ousd.org/our-schools/school-directory>)

2. Time for Delivery. Vendor shall satisfactorily and timely deliver the Items in full to the District as specified in the District's bid package documents for Bid No. _____ ("Bid Package"), including but not limited to the Purchase Specifications and any addenda. Time is of the essence in this Contract. If Vendor fails to satisfactorily and timely deliver the Items, the District may purchase items from other sources and recover damages from Vendor as allowed by applicable law, including but not limited to the purchase cost in excess of the contract price (see next section) and other costs incurred due to the Vendor's failure to timely deliver.

3. Contract Term and Not-to-Exceed Price. The term of this Contract is one (1) year(s) from the date of award of the Contract by the District's governing board ("Term"). At District's sole discretion, the term of this Contract shall include, and may be extended for two (2) additional terms of one (1) year (each an "Option"), provided that District provides written notice to Vendor at least three (3) months prior to the end of the Original Term, or an Option term, as applicable, of District's intent to exercise an Option. For every satisfactory and timely delivery of ordered Items, District agrees to pay Vendor based on the unit prices and taxes listed by Vendor in the Bid Form for those Items, with such payment being made within forty-five (45) calendar days following receipt of Vendor's invoice or satisfactory and timely delivery, whichever is later. The District's total purchases from Vendor under this Contract may not exceed \$10 million dollars (\$10,000,000) annually. At any time during the Term, District may terminate the Contract for convenience effective upon Vendor's receipt of written notice of such termination; and such written notice may limit or delay the effective date of the termination. In addition, District may give written notice of termination of the Contract for cause in the event of a breach of the Contract by Vendor that Vendor failed to cure within seven (7) days after receiving a written demand for cure from District.

4. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement ("Contract") shall conform to all of the requirements set forth in the Contract Documents, as defined below.
5. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, governing board, and members of its governing board (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, breach of contract, or willful misconduct of Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of, or failure to perform, Vendor's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of the Items supplied pursuant to this Contract.
6. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.
7. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.
- 8.
9. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from amounts payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Vendor Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete and submit the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. ☒ Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. ☐ The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served by a Party if delivered in person, or sent by registered or certified or overnight mail, to the other Party's last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, and others. Vendor agrees that it shall comply with all legal requirements for the

performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Bid Cover Sheet.
- Bid security.
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.

- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Fingerprinting Certification (see Exhibit B of the Fingerprinting Notice and Acknowledgement).
-
- The bid package issued by the District for the Contract ("Bid Package"), which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Purchase Specifications, the Bid Form, this Agreement, and all addenda.

31. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

32. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

33. Federal Funding. If federal funds are being used either in whole or in part for the purchase of the Items, then the Items are subject to, and Vendor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in Code of Federal Regulations ("CFR"), Title 2, Part 200. Accordingly, Vendor agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Vendor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the contract amount exceeds \$150,000, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. DEBARMENT AND SUSPENSION. Vendor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. BYRD ANTI-LOBBYING AMENDMENT. If the contract price exceeds \$100,000, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Vendor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

E. PROCUREMENT OF RECOVERED MATERIALS. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.323, as applicable.

F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.216, as applicable.

G. DOMESTIC PREFERENCES FOR PROCUREMENT. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Vendor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Vendor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

I. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

J. If any provision is required by federal law, or by the federal grant program funding such purchase, to be included in the Contract, such provisions shall be deemed by the parties to have been included and the parties will comply with such provisions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

Vendor _____

By _____
[TITLE]

By Ralph.Sandoval, Director Business Development
[TITLE]

Exhibit B: 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 Senior Vice President [insert "owner" or officer title] of Trimark USA
[insert name of business entity], have read the foregoing and agree that Trimark USA
[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: 6/6/24

Name: Gina Patterson

Signature: Gina Patterson

Title: Senior Vice President

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

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, Gina Patterson [insert name], am the Senior Vice President [insert "owner" or officer title] for Trademark USA [insert name of business entity] ("Entity"), which entered a contract on June 7, 2024 with the District for Kitchen Equipment.

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: 6/6, 2024

Signature: Gina Patterson
Typed Name: Gina Patterson
Title: Senior Vice - President
Entity: Trademark USA

Exhibit C: Iran Contracting Act Certification

(Public Contract Code sections 2202-2208)

(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that 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.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i> N/A		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/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 enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i> N/A		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

Exhibit D: Workers' Compensation Certificate

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to selfinsure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake selfinsurance 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Ralph Sandoval

Signature

Ralph Sandoval

Print Name

6/7/2024

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

Exhibit E: Drug-Free Workplace Certification

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Ralph Sandoval

Signature

Ralph Sandoval

6/7/2024

Print Name

Date

[attach form]

Exhibit F: Non Collusion Declaration

I, Ralph Sandoval, declare that I am 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Print Name: Ralph Sandoval

Signature: Ralph Sandoval

Title: Director of Business Development

Company Name: Chefs' Toys

Date: 6/7/2024

Exhibit G: Bidder's Statement Regarding Insurance Coverage

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. 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.

Chefs' Toys

Name of Bidder (Person, Firm, or Corporation)

Ralph Sandoval

Signature of Bidder's Authorized Representative

Ralph Sandoval Director Business Development

Name & Title of Authorized Representative

6/7/2024

Date of Signing

Exhibit H: Suspension And Debarment Certification

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):

Ralph Sandoval

Printed Name

Director Business Development

Title

Ralph Sandoval

Signature

6/7/2024

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.

Exhibit I: Certification Regarding Lobbying

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: Chefs' Toys			
Printed Name and Title: Ralph Sandoval, Director Business Development		Signature: <i>Ralph Sandoval</i>	Date: 6/7/2024

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: N/A 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

Bid Form 2.0
Oakland Unified School District
Contract for Purchase of Kitchen Equipment
Bid No. 24-145

PURCHASE SPECIFICATIONS

Dear Members of The Board of Education of the Oakland Unified School District:

The undersigned, either a sole proprietor doing business as _____ or representing the partnership or corporation of _____, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Bid Form, and all of the Bid Package documents for the proposed District purchase, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>LINE ITEMS</u> Alternates in BLUE please see quote for details	<u>ESTIMATED QUANTITIES</u>	<u>UNIT BID PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>Installation Price [per unit; do not include if highlighted gray]</u>	<u>ESTIMATED TOTAL BID PRICES</u> <i>[quantity × unit price]</i>
Combi Oven - Alto-Shaam Model No. 7-20G PRO (OR EQUIVALENT) Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, NATURAL GAS; TURBO without Smoker, standard; 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug; Removable "T" style temperature probe, standard	10	\$18,573.45 \$16,087.87	\$ 1,100.00 \$1,375.00	\$ 194,754.50 \$172,653.70
Installation Kit - 5021522 Installation Kit (OR EQUIVALENT), for gas combi ovens,	10	\$812.00 \$722.00	\$0.00	\$8,200.00 \$7,220.00

CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)				
Reverse Osmosis System - 5031208 Reverse Osmosis System (OR EQUIVALENT) 16 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$1,577.00 \$1,329.00	\$ TBD \$440.00	\$15,770.00 \$17,690.00
Cleaning Tablets - CE-46991 Alto-Shaam (OR EQUIVALENT) Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)	10	\$115.61 \$100.38		\$1,156.10 \$1,003.80
Cleaner - CE-46829 Alto-Shaam (OR EQUIVALENT) Non-Caustic cleaner, (6) 32 oz bottles	10	\$60.02 \$73.74		\$600.20 \$737.40
Deliming Product - CE-27889 Scale Free™ deliming product (OR EQUIVALENT) 4 lb. bottle, citrus-based, non-corrosive	10	\$47.38 \$303.32		\$473.80 \$3,033.20
Chicken Rack - 5014438 Chicken Rack (OR EQUIVALENT) (6) chicken capacity, self-trussing, stainless steel, fits in side racks, oven holds (4) racks, for 7-20	10	\$96.66 \$41.06		\$966.60 \$410.60
Shelf - SH-22584 Shelf (OR EQUIVALENT) stainless steel wire	10	\$151.62 \$92.59		\$1,516.20 \$925.90
Grilling Grate - SH-26731 Grilling Grate (OR EQUIVALENT) 12" x 20"	10	\$178.79 \$131.55		\$1,787.90 \$1,315.50
Fry Basket - BS-26730 Fry Basket (OR EQUIVALENT) 12" x 20"	10	\$110.56 \$103.90		\$1,105.60 \$1,039.00
Pizza Screen - PN-47176 Pizza Screen (OR EQUIVALENT) 16"	10	\$18.95		\$189.50
Stacking Hardware - 5016707 Stacking Hardware (OR EQUIVALENT)	10	\$1,381.01		\$13,810.10

7-20E or 7-20G over 7-20G				
Mobile Stacking Base - 5017391 Mobile Stacking Base (OR EQUIVALENT) for stacking on 7-20 or 10-20 model ovens	10	\$466.86		\$4,668.60
Serving Counter, Cold Food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter (OR EQUIVALENT) Approx. 66-3/8" x 30" x 32" High Top - 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$19,299.97 \$12,064.97		\$289,499.55 \$180,974.55
DELETED Single Door Refrigerators - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA	10	\$		\$
Double Door Refrigerators - True Mfg. - General Foodservice Model No. T-49-HC Refrigerator (OR EQUIVALENT) reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	10	\$3,899.98		\$38,999.80
Roll-In Refrigerator - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door	33	\$4,591.64		\$151,524.12

14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters				
AMENDED FROM: Cash Register Stand – Low Temp Industries Model No. TW-DW-4 TW-DW-4 – 1/2" 90° Turn-Down-Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58 1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops & interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4 Cord Grommet for Cashier Cord (2) – (B) 10" X 28" Solid S/S Tray Slide 5 Inch Locking Casters	15	\$6,395.83 \$5,784.30		\$95,937.45 \$86,764.50
AMENDED TO: Cash Register Stand – Low Temp Industries Model No. 28 CSE-F • Revised Specline (28-CSE-F) Cashier Counter End Type • Approx. 28-3/8" x 30" x 34" High • Top - 14 ga. Stainless Steel • (AA) Line-Up Locks • 28" Molded Fiberglass Body • Cashier Liner • Cashier Tubular Footrest • Cord Grommet for Cashier Cord • (2) - (B) 10" X 28" Solid S/S Tray Slide • 5 Inch Locking Casters	15			
sign graphic only - Low Temp Industries Model No. VINYL GRAPHIC (OR EQUIVALENT) Vinyl Graphic - Price per each, 2 for Hot line, 1 for cold line Vinyl Graphic Vinyl Graphic Applied to the Counter Body (If you choose to proceed with this Vinyl Graphic, each cabinet would need one)	1 ea	\$886.24 \$1,095.99		\$62,036.80 \$76,719.30
Milk Coolers 19.66 cu. ft - Beverage Air Model No. SMF49HC-1-W (OR EQUIVALENT) School Milk Cooler forced air, 49"W x 33-5/8"D x 47"H, 19.66 cu. ft., single access, exterior digital thermometer, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case	10	\$3,363.12 \$3,014.92		\$33,631.20 \$30,149.20

capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/4 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)				
Milk Coolers 24 cu. ft. - Beverage Air Model No. SMF58HC-1-W (OR EQUIVALENT) School Milk Cooler, forced air, 58"W x 33-5/8"D x 47"H, 24 cu. ft., single access, exterior digital thermometer, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$3,753.81 \$3,222.54		\$37,538.10 \$32,225.40
Equipment Stand Tables - GSW USA Model No. ES-S3048 (OR EQUIVALENT) Equipment Stand, 48"W x 30"D x 24"H, 16/430 stainless steel top with 1" up-turn on sides & rear, 18 gauge galvanized undershelf, galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$240.93		\$3,613.95
Casters (set of 4 per table) - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT) swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	15	\$83.61		\$1,254.16
Steam table pans 6" Deep - Culinary Essentials Steam Table Pan (OR EQUIVALENT) full size, 20-3/4" x 12-3/4" x 6" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859272)	200	\$14.25		\$2,850.00
Steam table pans 4" Deep - TriMark Model No. 859270 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859270)	200	\$10.73		\$2,146.00

Steam table pans 2.5" Deep - TriMark Model No. 859268 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 2-1/2" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859268)	200	\$9.03		\$1,806.00
Steam table pans Pan Cover - 859238 Culinary Essentials Steam Table Pan Cover (OR EQUIVALENT) full size, 20-3/4" x 12-3/4", solid, flat, with handle, 22 gauge 18/8 stainless steel (859238)	200	\$8.77		\$1,754.00
Sheet pans - "TriMark Model No. 182618 (OR EQUIVALENT) Culinary Essentials Bun Pan, full size, 26" L x 18" W x 1" H, 18 gauge aluminum (859367)"	300	\$10.48		\$3,144.00
Bun/Sheet Pan Rack - Winholt Equipment Model No. AL-1820B (OR EQUIVALENT) Pan Rack, mobile, full height, open sides, with slides for (40) 14" x 18" or (20) 18" x 26" sheet pans capacity, welded angle-type aluminum frame, end loading, 5" casters, NSF	70	\$ 263.29		\$18,430.30
Roll in freezer 54" - True Mfg. - General Foodservice Model No. T-49F-HC Freezer (OR EQUIVALENT) reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR® on 4" stem castors, standard	17	\$4,975.29		\$84,579.93
Roll in freezer 52" - Traulsen Model No. G22010 Dealer's Choice Freezer (OR EQUIVALENT) Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly, non-flammable R-448A refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF, ENERGY STAR®	16	\$6,734.50 \$5,914.10		\$107,752.00 \$94,625.60

Silver King Milk Dispenser 2-Valve Model SKMAJ2 (OR EQUIVALENT) 115v/60hz/1ph/1.6A/NEMA 5-15P Plug, 17.09"W x 28.09"H x 39.48"D, Stainless steel exterior with galvanized bottom, Stainless steel interior with coved corners and finished edges, One (1) right-hand swing with lockable latch, Two (2) spring-loaded lift valves, Two (2) milk crates (each accommodates a 3-gallon, 5-gallon or 6-gallon bag), Adjustable standard legs or adjustable shipboard legs, R290 Refrigerant, Temperature Range 38°F to 40°F (3.3 to 4.4°C), Internal Capacity 12 gallons.	10	\$3,510.00		\$35,100.00
Work Table for Milk Dispensers, John Boos Model No. ST6R1.5-3030SSK (OR EQUIVALENT) Work Table, 30"W x 30"D, 16/300 stainless steel top with 1-1/2"H rear up-turn, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD Dimensions 37.25(h) x 30(w) x 30(d) Modification to leg height, (4) leg table, 26"H overall 1-1/2" turned up left end splash (modification) 1-1/2" turned up right end splash (modification) 2" Lower Shelf turned up back, (2209E) Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4)	10	\$693.36		\$6,933.60
Work table - stainless steel top - GSW USA Model No. WT-EE2460 (OR EQUIVALENT) Economy Work Table, 60"W x 24"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$167.75		\$2,516.25
Work Table Casters - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT)	15	\$83.61		\$1,254.16

swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)				
			Subtotal of Above Line Item Bids	\$1,930,196.65 \$1,569,597.82
			Taxes	\$195,302.08
			Total Bid	\$ 2,125,498.73

Bidder must complete the last two columns in the above table ***and*** complete the following: The total bid is two million, one hundred twenty five thousand, four hundred ninety eight *[insert words]* Dollars and sixty five *[insert numerals]* /100.

This bid price will not be revoked for ninety (90) calendar days after bid opening. Award of the Contract will be based on the lowest responsive and responsible bidder. The not-to-exceed contract price shall be the above total bid price.

Authority of the individual(s) signing the Bid Form to bind a bidding partnership or corporation must be attached.

INDIVIDUAL:

_____ *[signature]*
 _____ *[Name]*
 Date: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ *[signature]*
 _____ *[Name]*
 General Partner
 _____ *[Partnership Name]*
 Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

_____ *[signature]*
_____ *[Name]*
_____ *[Chairman, Pres., or Vice-Pres.]*
_____ *[Corporation Name]*
Date: _____, 20__

_____ *[signature]*
_____ *[Name]*
_____ *[Secretary, Asst. Secretary, CFO, or Asst. Treasurer]*
_____ *[Corporation Name]*
Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

Gina Patterson [signature]
Gina Patterson [Name]
Senior Vice-Pres. [Chairman, Pres., or Vice-Pres.]
Trimax USA [Corporation Name]
Date: 6/14, 2024

Joseph North [signature]
Joseph North [Name]
CFO [Secretary, Asst. Secretary, CFO, or Asst. Treasurer]
Trimax USA [Corporation Name]
Date: 6/14, 2024



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 2

posted June 7, 2024

Invitation For Bid (IFB) #24-145NS **Kitchen Equipment**

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Amendment No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 3, SCHEDULE OF EVENTS

Amended From:

DATE	ACTION
Solicitation First Posted:	May 17, 2024
Deadline for Questions:	May 31, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	June 7, 2024 @ 2:00 p.m. pst
Selection Award Notice:	June 14, 2024
Contract Start Date:	August, 2024

Amended To:

DATE	ACTION
Solicitation First Posted:	May 17, 2024
Deadline for Questions:	May 31, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District: NEW Proposal/Bid Submitted to District:	June 7, 2024 @ 2:00 p.m. pst June 14, 2024 @ 2:00 p.m. pst
Selection Award Notice:	June 14, 2024
Contract Start Date:	August, 2024

2. See Pages 13-21, BID FORM

Updated 'Bid Form' with three line item changes

- One (1) item deleted, Two (2) items changed

Updated List can be located on OUSD Procurement Webpage, titled 'Bid Form 2.0'

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Ralph Sandoval 6/11/2024
Signature Date

Ralph Sandoval, Director Business Dev.
Print Name and Title

Chefs' Toys _____
Print Company Name

Sincerely,

Rosaura M. Altamirano


Senior Manager, Supply Chain & Logistics, rosaura.altamirano@ousd.org
Procurement Service Department, 900 High Street, Oakland,
CA 94601(510) 879-2990 ph.

Project:
Oakland bid

From:
Chefs' Toys
Blake Borchers
955 Kennedy St
Oakland, CA 94606
714-435-9222
510.414.1754 (Contact)

Job Reference Number: 81269

Quote Number :

Item	Qty	Description	Sell	Sell Total
1	10 ea	COMBI OVEN, GAS	\$18,573.45	\$185,734.50
		 <p>Alto-Shaam Model No. 7-20G PRO Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC</p>		
	10 ea	NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
	10 ea	12 month extended warranty to begin at the end of std. warranty & continue for 12 additional months (net)		
	10 ea	It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty		
	1 ea	Alto-Shaam Prodigi Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,100.00	\$1,100.00
	9 ea	Alto-Shaam Prodigi Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)	\$880.00	\$7,920.00

Item	Qty	Description	Sell	Sell Total
	10 ea	<p>Installation Program includes:</p> <ol style="list-style-type: none"> 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey 3. Professionally reviewed and managed installation process 4. Assembly of purchased equipment 5. Assembly of any accessories 6. Placement and leveling of unit 7. Connection to existing utilities within three feet of unit 8. Mechanical to ensure proper function <p>(Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer)</p> <p>Installation Program does not include:</p> <ol style="list-style-type: none"> 1. Delivery to end user location 2. Unit must be within five feet of and have a clear and unobstructed path to final destination 3. Special licensing or permits 4. Overtime travel or labor 5. Removal of packing material 6. Removal and scrapping of old unit 7. Installation kit 		
	10 ea	Specify gas type		
	10 ea	Natural gas		
	10 ea	TURBO without Smoker, standard		
	10 ea	120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
	10 ea	Removable "T" style temperature probe, standard		
			ITEM TOTAL:	\$194,754.50

1.1	10 ea	<p>COMBI OVEN, GAS</p> <p>Convotherm Model No. C4 ET 6.20GS-N</p> <p>Convotherm Maxx Pro Combi Oven/Steamer, gas, boilerless, (6) 18" x 26" full size sheet pan or (12) 12" x 20" x 1" hotel pan capacity, 10" wifi-ready, high resolution easyTouch control panel, 20 stages each & 399 cooking recipes storage, (4) cooking modes: hot air, steam, combi-steam & retherm, LED light, triple pane right hinged door with anti-microbial hygienic door handle, multi-point core temperature probe, five-speed auto reversing fan, includes (3) wire shelves, pull-out spray hose, ConvoClean+ fully automatic hands-free cleaning system, stainless steel construction, 0.5kW, 120v/60/1-ph, 7.5 amps, 68,200 BTU, cULus, NSF, ENERGY STAR®</p>	\$16,087.87	<Alternate>
	10 ea	<p>NOTE: Purchasers, owners & operators are solely responsible to verify that the incoming water to the equipment is within the manufacturer's water quality specs as outlined on the product spec sheet. Water quality verification in virtually all cases requires water testing & in some cases, requires that water samples be submitted & for which the test results may take 4 weeks to</p>		<Alternate>


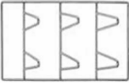

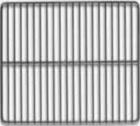






Item	Qty	Description	Sell	Sell Total
		receive. Non-compliance with manufacturer water quality specifications can cause irreparable damage to the equipment & / or its components & will VOID the original manufacturer's warranty. Water treatment solutions shown on this page & in the pricelist are offered for purchasing convenience only & can be selected only if the incoming water quality falls within the water treatment manufacturer's selection guidelines.		
10 ea		2 years parts & labor warranty (requires registration at convotherm.com), standard		<Alternate>
10 ea		Customer must register the equipment on-line at www.Convotherm.com to get the free "service start-up"		<Alternate>
10 ea		C-START Cleaner Kit, Includes: One (1) 2.5 Gallon container of ConvoClean forte solution, One (1) 2.5 Gallon container of ConvoCare solution & a set of connectors and hoses		<Alternate>
1 ea		11000115826 Installation of First Unit, for 6.10, 6.20, 10.10 & 10.20 (Non-discountable NET pricing) (Note: Pricing based on 200 mile round trip, additional charges may apply, see Installation flyer for details) (Note: Customer should indicate your preferred Welbilt Authorized Service Agent for installation on the PO otherwise Welbilt RISE will select an Authorized Service Agent for this install) (Mainland U.S.)	\$1,375.00	<Alternate>
10 ea		New Construction		<Alternate>
10 ea		Note: End user contact name & number at the site must be included with the PO to avoid delivery delays. This contact person should have up-to-the-minute status on water, drain, electric/gas availability, as well as confirmation of completion of interior & exterior doorways through which equipment must be transported.		<Alternate>
1 ea		11000115830 Convotherm Pre-installation site survey required per location when purchasing Convotherm Certified Installation Program (Non-discountable NET pricing) (Includes 200 mile round trip, Continental USA only, additional charges may apply, see Installation flyer for details)	\$500.00	<Alternate>
9 ea		11000115827 Installation of Second Unit, for 6.10, 6.20, 10.10 & 10.20 (at the same location & at the same time) (Non-discountable NET pricing) (Note: Pricing based on 200 mile round trip, additional charges may apply, see Installation flyer for details) (Note: Customer should indicate your preferred Welbilt Authorized Service Agent for installation on the PO otherwise Welbilt RISE will select an Authorized Service Agent for this install) (Mainland U.S.)	\$1,100.00	<Alternate>
10 ea		Natural Gas		<Alternate>
10 ea		Door hinged right, standard		<Alternate>
10 ea		C-START Cleaner Kit, Includes: One (1) 2.5 Gallon container of		<Alternate>

Item	Qty	Description	Sell	Sell Total
		ConvoClean forte solution, One (1) 2.5 Gallon container of ConvoCare solution & a set of connectors and hoses		
	10 ea	An RO system must be included on this quote if mail-in water test results have not been received by the dealer PRIOR to creating this quote. A filter system should only be included on this quote if water test results are in hand & the test results indicate a water filter meets the water specification.		<Alternate>
	10 ea	CST20CB-4 Oven Stand, closed on three sides, (14) pairs of shelf rails, stainless steel construction, for C4 6.20 & 10.20 (p/n 3251548)	\$1,500.26	<Alternate>
ITEM TOTAL: <Alternate>				\$187,656.30
2	10 kt	INSTALLATION KIT Alto-Shaam Model No. 5021522 Packed 1 kt Installation Kit, for gas combi ovens, CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)	\$812.00	\$8,120.00
ITEM TOTAL:				\$8,120.00
2.1	10 kt	INSTALLATION KIT Convotherm Model No. 11000115805 Packed 1 kt Installation Kits, for 6.10, 6.20 & 10.10 gas, DWV Copper (Non-discountable NET pricing) (See Installation Kit flyer for details)	\$722.00	<Optional>
ITEM TOTAL: <Optional>				\$7,220.00
3	10 ea	REVERSE OSMOSIS SYSTEM Alto-Shaam Model No. 5031208 Reverse Osmosis System, 16 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	\$1,577.00	\$15,770.00
	10 ea	For installation pricing, please contact an authorized service agent		
ITEM TOTAL:				\$15,770.00
3.1	10 ea	REVERSE OSMOSIS SYSTEM Convotherm Model No. WBT-OPS175CR/5 OPS175CR/5 Reverse Osmosis System & 5-Gallon Hydropneumatic Storage Tank, combines RO water and mineral addition, non-electric design, operates at line pressure to produce 175-gpd, integrated pre-filtration with sediment and chlorine reduction & post-filter for chloramine reduction, includes hose, tubing & fittings (164-01405) (Non-discountable NET)	\$1,329.00	<Alternate>
	10 ea	11000115834 Installation for Reverse Osmosis 2, 5, & 10 gallon systems (only for systems purchased with equipment and thru	\$440.00	<Alternate>




Item	Qty	Description	Sell	Sell Total
<p>Welbilt) (Non-discountable NET pricing) (Note: Pricing based on 200 mile round trip, additional charges may apply, see Installation flyer for details) (Note: Customer should indicate your preferred Welbilt Authorized Service Agent for installation on the PO otherwise Welbilt RISE will select an Authorized Service Agent for this install) (Mainland U.S.)</p>				
ITEM TOTAL: <Alternate>				\$17,690.00
4	10 ea	OVEN CLEANER	\$115.61	\$1,156.10
		<p>Alto-Shaam Model No. CE-46991 Alto-Shaam, Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)</p>		
ITEM TOTAL:				\$1,156.10
4.1	10 pr	OVEN CLEANER	\$100.38	<Alternate>
		<p>Convotherm Model No. CC102 Packed 1 pr ConvoClean Solution (Forte), (2) 2.5 gallon containers for semi and fully automatic cleaning of cooking chamber (NET)</p>		
ITEM TOTAL: <Alternate>				\$1,003.80
5	10 cs	CLEANING PRODUCTS	\$60.02	\$600.20
		<p>Alto-Shaam Model No. CE-46829 Packed 1 cs Alto-Shaam, Non-Caustic cleaner, (6) 32 oz bottles</p>		
ITEM TOTAL:				\$600.20
5.1	10 pr	OVEN CLEANER	\$73.74	<Alternate>
		<p>Convotherm Model No. CC202 Packed 1 pr ConvoCARE Solution Rinse Agent, (2) 2.5 gallon containers (ready to use) (NET)</p>		
ITEM TOTAL: <Alternate>				\$737.40
6	10 ea	CHEMICALS: DESCALER / DELIMER	\$47.38	\$473.80
		<p>Alto-Shaam Model No. CE-27889 Scale Free™ deliming product, 4 lb. bottle, citrus-based, non-corrosive</p>		
ITEM TOTAL:				\$473.80



Item	Qty	Description	Sell	Sell Total
6.1	10 cs	OVEN CLEANER Convotherm Model No. DISSOLVE-CON Packed 1 cs Descaling Solution, (6) one-gallon containers with quart markings (P/N 106174)	\$303.32	<Alternate>
ITEM TOTAL: <Alternate>				\$3,033.20
7	10 ea	OVEN RACK SHELF Alto-Shaam Model No. 5014438 Chicken Rack, (6) chicken capacity, self-trussing, stainless steel, fits in side racks, oven holds (4) racks, for 7-20	\$96.66	\$966.60
				
ITEM TOTAL:				\$966.60
7.1	10 ea	ROASTING PAN RACK Convotherm Model No. 3030195 Chicken Grill Rack, 13" x 21", holds (6) chickens capacity	\$41.06	<Alternate>
				
ITEM TOTAL: <Alternate>				\$410.60
8	10 ea	SHELVES Alto-Shaam Model No. SH-22584 Shelf, stainless steel wire	\$151.62	\$1,516.20
				
ITEM TOTAL:				\$1,516.20
8.1	10 ea	OVEN RACK SHELF Convotherm Model No. CWR20 Wire Shelf, 21" x 23", stainless steel, for 6.20, 10.20, 12.20 & 20.20	\$92.59	<Alternate>
				
ITEM TOTAL: <Alternate>				\$925.90
9	10 ea	COMBI OVEN, PARTS & ACCESSORIES Alto-Shaam Model No. SH-26731 Grilling Grate, 12" x 20"	\$178.79	\$1,787.90
				
ITEM TOTAL:				\$1,787.90
9.1	10 ea	GRILL GRATE	\$131.55	<Alternate>





Item	Qty	Description	Sell	Sell Total
		Convotherm Model No. 3055636 Grill Grate, 12" x 20", with cross pattern, non-stick		
			ITEM TOTAL: <Alternate>	\$1,315.50
10	10 ea	COMBI OVEN, PARTS & ACCESSORIES Alto-Shaam Model No. BS-26730 Fry Basket, 12" x 20"	\$110.56	\$1,105.60
			ITEM TOTAL:	\$1,105.60
10.1	10 ea	FRY BASKET Convotherm Model No. 3055637 Baking/Frying Basket, half-size, 12" x 20", wire (1.5" deep), non-stick aluminum	\$103.90	<Alternate>
			ITEM TOTAL: <Alternate>	\$1,039.00
11	10 ea	PIZZA SCREEN Alto-Shaam Model No. PN-47176 Pizza Screen, 16"	\$18.95	\$189.50
			ITEM TOTAL:	\$189.50
12	10 ea	STACKING HARDWARE Alto-Shaam Model No. 5016707 Stacking Hardware, 7-20E or 7-20G over 7-20G	\$1,381.01	\$13,810.10
			ITEM TOTAL:	\$13,810.10
13	10 ea	STACKING KIT Alto-Shaam Model No. 5017391 Mobile Stacking Base, for 7-20 or 10-20 model ovens	\$466.86	\$4,668.60
			ITEM TOTAL:	\$4,668.60
14	15 ea	COLD FOOR COUNTER Low Temp Industries Model No. SPC-TA-MF-20-04-66 Approx. 66 3/8" x 30" x 32" High Top - 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire Built In Adapter Bars (2) - (D) 10" x 66" Solid S/S Cutting Boards CrystalClear 66" Double Buffet 5" Locking Casters	\$18,919.52	\$283,792.80

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$283,792.80
14.1	15 ea	SERVING COUNTER, COLD FOOD  Delfield Model No. KCSC-60-BP Delfield Model No. KCSC-60-BP SHELLEY CUSTOM FABRICATION KCSC-60-BP 60" REFRIGERATED COLD PAN SERVING COUNTER, R290 32 INCHES HIGH, BASE COLOR IS VERIFY, 60" S/S WORKSHELF 10" WIDE, LOCATED ON OPERATOR SIDE, MOUNTED 32" HIGH, LINE-UP INTERLOCK, FLEXISHIELD FACTORY INSTALLED TO BASE, (3) 116G ADAPTER BAR, 21" X 1" ; VERIFY QUANTITY, NOTE THE FOLLOWING EXECPTIONS: FORCED AIR COLD WELLS ARE NO LONGER AVAILABLE	\$9,576.92	<Alternate>
	15 ea	0550000 2 year parts & labor warranty (included)		<Alternate>
	15 ea	W00007AN 7 year compressor warranty, standard		<Alternate>
	15 ea	000-CCA141FU3 SHELLEY CUSTOM FABRICATION SINGLE TIER DISPLAY, FIXED SNEEZE GUARD FRONT, DUAL SERVICE 57.378" LONG X 28.82" WIDE WITH GLASS SHELF	\$2,488.05	<Alternate>
			ITEM TOTAL: <Alternate>	\$180,974.55
15	10 ea	REACH-IN REFRIGERATOR  True Mfg. - General Foodservice Model No. T-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	\$3,899.98	\$38,999.80
	10 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	10 ea	Self-contained refrigeration standard		
	10 ea	Left door hinged left, right door hinged right standard		
	10 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	\$38,999.80
16	33 ea	ROLL-IN REFRIGERATOR  True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator, roll-in, one-section, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA	\$4,591.64	\$151,524.12
	33 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	33 ea	Door hinged right standard		
			ITEM TOTAL:	\$151,524.12




Item	Qty	Description	Sell	Sell Total
17	20 ea	HOT FOOD WELL UNIT, DROP-IN, ELECTRIC Low Temp Industries Model No. SPC-TW-DW-MF-20-04-66 Approx. 66-3/8" x 30" x 34" High Top- 14ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body TW4 Hot Food Wells (Z) With STD. CPVC Manifold (D) 8" x 66" Solid S/S Work Shelf (B) 10" x 66" Solid S/S Tray Slide CrystalClear 66" Counter Protector (S) Heat Lamp Infinite Controls for Heat Lamps 5" Casters (V) 14" Stainless Steel Insert Storage Shelf (V) 28" Stainless Steel Insert Storage Shelf	\$20,289.56	\$405,791.20
	20 ea	2 year parts and labor warranty standard on all ThermalWell models		
			ITEM TOTAL:	\$405,791.20
17.1	20 ea	HOT FOOD SERVING COUNTER / TABLE Delfield Model No. KH-4-NU SHELLEY CUSTOM FABRICATION KH-4-NU FOUR WELL HOT FOOD COUNTER WITH ENCLOSED BASE 34" HIGH, BASE COLOR IS VERIFY, 60" S/S V-TRAY SLIDE 10" WIDE WITH 2 RIBS, LOCATED ON CUSTOMER SIDE, MOUNTED 32" HIGH, 60" S/S WORKSHLEF 8' WIDE LOCATED ON OPERATOR SIDE MOUNTED 34: HIGH LINE-UP INTERLOCK, S/S OPEN UNDER STORAGE P-60/P-74 9" HEIGHT, FLEXISHIELD FACTORY INSTALLED TO BASE	\$12,101.05	<Alternate>
	20 ea	0550000 2 year parts & labor warranty (INCLUDED)		<Alternate>
	20 ea	000-CCA141FU5 SHELLEY CUSTOM FABRICATION FLEXIBLE SHIELD, CONVERTS TO THREE POSITIONS 57.378 INCHES LONG X 16.5 INCHES WIDE WITH GLASS SHELF, WITH RADIANT HEAT LAMP ON FIRST TIER	\$4,968.64	<Alternate>
			ITEM TOTAL: <Alternate>	\$341,393.80
18	15 ea	COLD FOOD COUNTER Low Temp Industries Model No. SPC-TW-DW-MF-20-04-66 Approx. 66-3/8" x 30" x 32" High Top - 14ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body TW4 Hot Food Wells (2) - (B) 10" x 66" Double Buffet 5" Locking Casters	\$18,919.52	\$283,792.80
			ITEM TOTAL:	\$283,792.80
18.1	15 ea	SERVING COUNTER, COLD FOOD	\$9,576.92	<Alternate>





Item	Qty	Description	Sell	Sell Total
		Delfield Model No. KCSC-60-BP SHELLEY CUSTOM FABRICATION KCSC-60-BP 60" REFRIGERATED COLD PAN SERVING COUNTER, R290 32" HIGH, BASE COLOR IS VERIFY, 60" S/S WORKSHELF 10" WIDE, LOCATED ON CUSTOMER SIDE, MOUNTED 32" HIGH, 60" S/S WORKSHELF 10" WIDE, LOCATED ON OPERATOR SIDE, MOUNTED 32" HIGH, LINE-UP INTERLOCK, FLEXISHIELD FACTORY INSTALLED TO BASE, (3) 116G ADAPTER BAR, 21" X 1"; VERIFY QUANTITY, NOTE THE FOLLOWING EXCEPTIONS: FORCED AIR COLD WELLS ARE NO LONGER AVAILABLE		
	15 ea	0550000 2 year parts & labor warranty (INCLUDED)		<Alternate>
	15 ea	W00007AN 7 year compressor warranty, standard		<Alternate>
	1 ea	000-CCA141FU3 SHELLEY CUSTOM FABRICATION SINGLE TIER DISPLAY, FIXED SNEEZE GUARD FRONT, DUAL SERVICE 57.378 INCHES LONG X 28.82 INCHES WIDE WITH GLASS SHELF	\$2,488.05	<Alternate>
		ITEM TOTAL: <Alternate>		\$146,141.85
19	15 ea	CASH REGISTER STAND Low Temp Industries Model No. SPC-CSE-MF-28 Approx. 28-3/8" x 30" x 32" High Top - 14ga. Stainless Steel (AA) Line-Up Locks (KO) 3" Knock-Out 28" Molded Fiberglass Body Cashier Liner Cashier Tubular Foot Rest Cord Grommet For Cashier Cord (2) - (B) 10" x 28" Solid S/S Tray Slides 5" Locking Casters (HH) Cashier Drawer With Lock (DD) Electrical Outlet In Cabinet With Wiring Data Box For Cashier Stand	\$6,015.06	\$90,225.90
		ITEM TOTAL:		\$90,225.90
19.1	15 ea	CASH REGISTER STAND Delfield Model No. KCS-30 SHELLEY CUSTOM FABRICATION KCS-30, 30" CAHSIER'S COUNTER 36" HIGH, BASE COLOR IS VERIFY, DRAWER ON RIGHT END, 30" S/S V-TRAY SLIDE 10" WIDE WITH 3 RIBS LOCATED ON OPERATORS SIDE 28" HIGH, 30" S/S V-TRAY SLIDE 10" WIDE WITH 3 RIBS ON CUSTOMER SIDE 28" HIGH, LINE-UP INTERLOCK, 11V/15A OUTLET WITH 10 AMP BREAKER, CASH DRAWER INSERT, CASHIER COUNTER TUBULAR FOOT REST	\$5,784.30	<Alternate>
	15 ea	0550000 2 year parts & labor warranty (INCLUDED)		<Alternate>
		ITEM TOTAL: <Alternate>		\$86,764.50
20	70 ea	GRAPHICS	\$886.24	\$62,036.80

Item	Qty	Description	Sell	Sell Total
		Low Temp Industries Model No. VINYL GRAPHICS FOR 66" COUNTER Single Sided Vinyl Graphic Vinyl Graphic Applied Design Fee		
			ITEM TOTAL:	\$62,036.80
20.1	70 ea	GRAPHICS Custom Model No. DELFIELD GRAPHICS PACKAGE DELFIELD GRAPHICS PACKAGE QTY 40 FOR HOTWELLS QTY 30 FOR COLD WELLS	\$1,095.99	<Alternate>
			ITEM TOTAL: <Alternate>	\$76,719.30
21	10 ea	MILK COOLER  Beverage Air Model No. SMF49HC-1-W School Milk Cooler, forced air, 49"W x 33-5/8"D x 47"H, 19.66 cu. ft., single access, exterior digital thermometer, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/4 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA 10 ea 3 years parts & labor warranty (excludes maintenance items) 10 ea Self-Contained refrigeration 10 ea 7 years compressor warranty (part only), standard 10 ea 115v/60/1-ph, 3.0 amps, cord with NEMA 5-15P 10 ea 6" Heavy duty casters, (2) with brakes, standard	\$3,363.12	\$33,631.20
			ITEM TOTAL:	\$33,631.20
21.1	10 ea	MILK COOLER  True Mfg. - General Foodservice Model No. TMC-49-HC Mobile Milk Cooler, forced-air, (12) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, white vinyl exterior, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 4" castors, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR® 10 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics. 10 ea Self-contained refrigeration standard 10 ea 4" Castors, standard	\$3,014.92	<Alternate>
			ITEM TOTAL: <Alternate>	\$30,149.20
22	10 ea	MILK COOLER	\$3,753.81	\$37,538.10

Item	Qty	Description	Sell	Sell Total
		Beverage Air Model No. SMF58HC-1-W School Milk Cooler, forced air, 58"W x 33-5/8"D x 47"H, 24 cu. ft., single access, exterior digital thermometer, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA		
	10 ea	3 years parts & labor warranty (excludes maintenance items)		
	10 ea	Self-Contained refrigeration		
	10 ea	7 years compressor warranty (part only), standard		
	10 ea	115v/60/1-ph, 3.3 amps, cord with NEMA 5-15P		
	10 ea	6" Heavy duty casters, (2) with brakes, standard		
ITEM TOTAL:				\$37,538.10
22.1	10 ea	MILK COOLER	\$3,222.54	<Alternate>
		True Mfg. - General Foodservice Model No. TMC-58-HC Mobile Milk Cooler, forced-air, (16) 13" x 13" x 11-1/8" crate capacity, stainless steel drop front/hold-open flip-up lid with lock, 33 - 38°F temperature range, (3) heavy-duty floor racks, digital thermometer, white vinyl exterior, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1-ph, 2.7 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®		
	10 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		<Alternate>
	10 ea	Self-contained refrigeration standard		<Alternate>
	10 ea	4" Castors, standard		<Alternate>
	ITEM TOTAL: <Alternate>			\$32,225.40
23	15 ea	EQUIPMENT STAND, FOR COUNTERTOP COOKING	\$240.93	\$3,613.95
		GSW USA Model No. ES-S3048 Equipment Stand, 48"W x 30"D x 24"H, 16/430 stainless steel top with 1" up-turn on sides & rear, 18 gauge galvanized undershelf, galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL		
	ITEM TOTAL:			\$3,613.95
24	15 st	CASTERS	\$83.61	\$1,254.15
		Krowne Model No. 28-129S Packed 4 st Krowne 1 5/8" Stem Caster, swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)		
	ITEM TOTAL:			\$1,254.15

Item	Qty	Description	Sell	Sell Total
25	200 ea	STEAM TABLE PAN, STAINLESS STEEL TriMark Model No. 859272 Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 6" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel, NSF (859272)	\$14.25	\$2,850.00
			ITEM TOTAL:	\$2,850.00
26	200 ea	STEAM TABLE PAN, STAINLESS STEEL TriMark Model No. 859270 Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel, NSF (859270)	\$10.73	\$2,146.00
			ITEM TOTAL:	\$2,146.00
27	200 ea	STEAM TABLE PAN, STAINLESS STEEL TriMark Model No. 859268 Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 2-1/2" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel, NSF (859268)	\$9.03	\$1,806.00
			ITEM TOTAL:	\$1,806.00
28	200 ea	STEAM TABLE PAN COVER, STAINLESS STEEL TriMark Model No. 859238 Culinary Essentials Steam Table Pan Cover, full size, 20-3/4" x 12-3/4", solid, flat, with handle, 22 gauge 18/8 stainless steel, NSF (859238)	\$8.77	\$1,754.00
			ITEM TOTAL:	\$1,754.00
29	300 ea	BUN / SHEET PAN TriMark Model No. 182618 Culinary Essentials Bun Pan, full size, 26"L x 18"W x 1"H, 18 gauge aluminum, NSF (859367)	\$10.48	\$3,144.00
			ITEM TOTAL:	\$3,144.00
30	70 ea	BUN / SHEET PAN RACK Winholt Equipment Model No. AL-1820B Pan Rack, mobile, full height, open sides, with slides for (40) 14" x 18" or (20) 18" x 26" sheet pans capacity, welded angle-type aluminum frame, end loading, 5" casters, NSF	\$263.29	\$18,430.30
			ITEM TOTAL:	\$18,430.30

Item	Qty	Description	Sell	Sell Total
31	17 ea	REACH-IN FREEZER  <p>True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®</p> <p>17 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.</p> <p>17 ea Self-contained refrigeration standard</p> <p>17 ea Left door hinged left, right door hinged right standard</p> <p>17 ea 4" stem castors, standard (adds 5" to OA height)</p>	\$4,975.29	\$84,579.93
ITEM TOTAL:				\$84,579.93
32	16 ea	REACH-IN FREEZER  <p>Traulsen Model No. G22010 Dealer's Choice Freezer, Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly R290 Hydrocarbon refrigerant, unit can be programmed to operate at -10°F, ETL, NSF</p> <p>16 ea 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details</p> <p>16 ea 115v/60/1-ph, 11.2 amps, NEMA 5-15P, standard</p> <p>16 ea Casters, 6"H, locking (set of 4), standard</p>	\$6,734.50	\$107,752.00
ITEM TOTAL:				\$107,752.00
32.1	16 ea	REACH-IN FREEZER  <p>True Mfg. - General Foodservice Model No. STG2F-2S-HC SPEC SERIES® Freezer, reach-in, two-section, -10°F, (2) stainless steel doors with locks, cam-lift hinges, digital temperature control, (6) gray shelves, LED interior lights, stainless steel front, aluminum sides, aluminum interior, 5" castors, R290 Hydrocarbon refrigerant, 1-1/4 HP, 115v/60/1-ph, 9.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®</p> <p>16 ea 7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.</p> <p>16 ea Left door hinged left, right door hinged right standard</p> <p>16 ea (3) vinyl shelves & shelf supports standard per section</p> <p>16 st 5" castors (set of 4), standard</p>	\$5,914.10	<Alternate>
ITEM TOTAL: <Alternate>				\$94,625.60
33	10 ea	MILK DISPENSER	\$3,510.00	\$35,100.00

Item	Qty	Description	Sell	Sell Total
		Silver King Model No. SKMAJ2-ESUS3 Majestic Series Milk Dispenser, refrigerated, double valve - spring loaded, 12 gallon capacity, (accommodates 3, 5, or 6 gallon bags), includes (2) crates, stainless steel interior & exterior with galvanized bottom, shipboard legs, bottom-mounted self-contained refrigeration, R290 Hydrocarbon refrigerant, 1/10 HP, 115v/60/1-ph, 1.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation		
		ITEM TOTAL:		\$35,100.00
34	10 ea	WORK TABLE, 30", STAINLESS STEEL TOP John Boos Model No. ST6R1.5-3030SSK Work Table, 30"W x 30"D, 16/300 stainless steel top with 1-1/2"H rear up-turn, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD	\$693.36	\$6,933.60
			ITEM TOTAL:	\$6,933.60
35	15 ea	WORK TABLE, STAINLESS STEEL TOP GSW USA Model No. WT-EE2460 Economy Work Table, 60"W x 24"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	\$167.75	\$2,516.25
			ITEM TOTAL:	\$2,516.25
36	15 st	CASTERS Krowne Model No. 28-129S Packed 4 st Krowne 1 5/8" Stem Caster, swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	\$83.61	\$1,254.15
			ITEM TOTAL:	\$1,254.15
			Merchandise	\$1,905,386.15
			Freight	\$24,810.50
			Tax 10.25%	\$195,302.08
			Total	\$2,125,498.73

Need to return merchandise? Before returning your items, please read our policy and instructions below.

For items that we regularly stock, unless specified below, Chefs' Toys customers may return items within 30 days of receipt if the items are unused with all original packaging; accessories and parts included. For stocked smallwares, there is no charge. For stocked equipment, the original charge for freight, and/or delivery fees is non-refundable. Returns requiring Chefs' Toys Fleet Pick-Up may incur additional charges. For special ordered items*, please contact Chefs' Toys as manufacturer terms for returns may vary. Upon approval, Chefs' Toys will credit you for the purchase of the returned item less a 30% restocking fee for smallwares (inclusive of packaging, handling & freight), or a 20% restocking fee for equipment plus freight charges as identified by the Original Freight Charge**. Exceptions may apply if Chefs' Toys made an error in processing your order. Returns made within 30 days will be refunded via original method of payment. Purchases by check will be refunded via check after verification of payment by our bank. Final Sale & Nonreturnable Items: Consignment, Demo, Closeout, Outlet, Clearance, Scratch & Dents, 'Special, Only 1 at this Price',

Used Items, Special Order*, 1900, Custom Items, Perishable and Consumable Items (including food and disposables), Products sold in aerosol cans, Products that contain flammable liquid, or Furniture. (**Special Order Items are notated as "Special Order" on product detail or description*-Please inquire about special ordered items, as manufacturers' terms for returns may vary.) **In some cases, Chefs' Toys may deduct the shipping costs from your refund amount.

Commercial & Home Use Policy: Manufacturer warranties may only cover commercial use for products. Use of items in non-commercial environments may void warranties. The right is reserved to deny a sale or shipment for residential usage; if this occurs, you will be notified as soon as possible. Fees: *All balances on special order items, and opening orders, must be paid in full prior to delivery or within 30 days, whichever occurs first.* Storage fees will accrue at a 2% rate of the total order cost as indicated on the face of this invoice, per month, if the product has been received by Chefs' Toys and 45 days have lapsed since the originally agreed to delivery date. Delivery & Installation: Installation and delivery are not included unless specified on your order. Basic charges do not include lifting over counters and railings, or removal of appliances being replaced. *If you choose not to have us deliver your equipment, we will not be responsible for any physical damage after it has left our premises.* We gladly give free assistance loading any equipment into your vehicle, but we will *not be responsible for any damage to you, your possessions, or your vehicle during the process.* Inspect all items carefully before leaving our facility. *In the event litigation becomes necessary, the prevailing party shall recover reasonable attorney's fees. Exceptions may apply if Chefs' Toys made an error processing your order. Certain restrictions may apply.*

This Quote shall be subject to TriMark's Terms of Sale
<http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf> which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$2,125,498.73



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

INVITATION TO BID

May 17, 2024

To: Interested Bidders

The Oakland Unified School District ("OUSD") ("District") is soliciting bids for the following:

Invitation For Bib (IFB) 24-145NS **KITCHEN EQUIPMENT**

BACKGROUND:

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 eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website <https://www.ousd.org> for more information about the District.

BID INFORMATION:

For more information about our 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.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INVITATION FOR BID (IFB) #24-145NS

**KITCHEN EQUIPMENT
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:
June 7, 2024 at 2:00 PM PST**

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

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Schedule Of Events

The following schedule will be used by the District.

DATE	ACTION
Solicitation First Posted:	May 17, 2024
Deadline for Questions:	May 31, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	June 7, 2024 @ 2:00 p.m. pst
Selection Award Notice:	June 14, 2024
Contract Start Date:	August, 2024

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:

Francisco Flores, Procurement Analyst
francisco.flores@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.

Background Information

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

Oakland Unified School District ("District") is seeking bids for purchase and delivery of Kitchen Equipment in quantities to be ordered during the term of the contract. Additionally, the District is seeking installation for oven equipment specified in the Purchase Specifications list.

This bid is for purchase by, and delivery to, the Oakland Unified School District (also referred to hereinafter in this document as the "District") of the items described in this bid package ("Items") during the term of the contract in quantities to be determined and ordered as needed by the District, all in accordance with the District's bid package documents for this contract, including but not limited to the Invitation for Bids, Purchase Specifications, Bid Form, Agreement Form, and Instructions to Bidders.

Term of Agreement

Contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of IFB with an option to extend contract for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). The Contract start date will be August, 2024.

Allocations

In the event the Vendor's supply of the Items is reduced for reasons beyond its control to a level which prevents the supply of the District's requirements in full, the Vendor agrees to supply the District no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the District reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

Vendor shall not be liable for delays in delivery of the ordered Items beyond the delivery deadline as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing, primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of the inability of the Vendor to obtain the ordered Items from its usual sources of supply by reason of shortages of such products or other causes beyond the control of the Vendor.

The District may purchase the Items from other than the Contractor in the event of an emergency when the Contractor is not able to deliver the Items by the delivery deadline.

Delivery Receipt and Invoicing Requirements

Unless specifically stated otherwise in the Bid Form, all items listed in District Purchase Order (PO) must be delivered to the District by the successful bidder ("Vendor") within ninety (90) calendar days of Vendor's receipt of the District's written PO for that purchase. The District may order greater quantities of an Item than estimated in the Bid Form.

The Items are more particularly described, including estimated quantities, in the "Bid Form" document, included in this Bid Package.

This solicitation is "Free on Board (FOB) Destination", meaning, the vendor retains liability for loss or damage until the goods are delivered to the buyer (OUSD).

For items requiring installation, as specified in the Purchase Specifications List, Vendor shall invoice for equipment and installation in the same invoices to the District.

Upon satisfactory and timely delivery of the Items, Vendor shall invoice for them, and District shall pay the invoice within sixty (60) calendar days. The invoices shall contain

the following information: Purchase Order number, site location, date, item number, description, commodity designation, quantity, price and extended totals. Failure to provide the above information may result in delay of payment.

Vendor's Responsibility

The Vendor shall perform all deliveries to the District's facilities in a safe and professional manner. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property during delivery. Vendor shall provide installation for specified equipment on the Purchase Specification List.

Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during the hours of 8:00 a.m. pst through 5:00 p.m. pst. If Vendor cannot meet this requirement, Vendor must have an alternative plan to provide equivalent level of service.

Modification Of Contract

Delivery sites may be changed, deleted or added as deemed necessary by the District. The District will inform the Vendor of the changes by telephone call followed up with a written notice.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. To be valid and enforceable, such modification shall be in writing, signed and dated by Vendor, and approved by the District's governing board.

Instructions To Bidders

1. All bids must be typed or written in ink. Corrections before submission may be made but must be initialed in ink by the person signing the bid. No oral or telegraphic modification will be considered. Bids cannot be changed after they have been received.
2. All bids must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Bids may be taken apart to fill in required blanks but must be reattached in order of page number.
3. The successful bidder (“Vendor”) must be licensed or incorporated to do business in the State of California.
4. Bidders must be prepared, but not required, to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its bid if requested by the District.
5. Bidders must quote prices F.O.B. Oakland Unified School District (“District”) unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. In the event of a conflict between the total bid price in the Bid Form and any other document submitted by the bidder, the Bid Form shall control.
6. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the District by the Vendor. All costs shall be included in the bid.
7. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.
8. Warranty/Quality. Bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.
9. Any discount which the bidder desires to provide the District must be included in the total bid price stated on the Bid Form. Offers of discounts or additional services not included in the bid price on the Bid Form will not be considered by the District in the determination of the lowest responsible bidder.
10. As a service provider to the District, the Vendor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.

11. The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
12. Upon awarded, the Vendor shall, at its own expense, procure and maintain commercial general liability and casualty insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate, Excess Liability \$1,000,000 Automobile Liability combined single limit \$1,000,000, and Workers Comp, each occurrence, in the name of the District to adequately protect itself and the District against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by Vendor or by anyone directly or indirectly employed by Vendor.
13. The Contract between Vendor and District shall be interpreted according to the laws of the State of California.
14. The bid and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.
15. All bids must be submitted on the Bid Form and must be accompanied by the following completed and executed documents: Bid Cover Sheet, Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Workers Compensation Certificate, and Drug Free Workplace Certification, Non Collusion Affidavit, Bidder's Statement Regarding Insurance Coverage, Certificate of Independent Price Determination, Suspension and Debarment Certification, and Certification Regarding Lobbying.
16. The Agreement between District and Vendor shall be signed by the successful bidder in as many originals as the District deems necessary and returned within ten (10) days after award of the Contract or before delivery of the Items, whichever is earlier. With the signed Agreement, Vendor shall also return (a) the required additional insured and other endorsements and (b) a Certification of Lack of Felony Convictions (see Exhibit B of the Fingerprinting Notice and Acknowledgment). If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.
17. The District reserves the right to accept or reject any and all bids, or award on the basis of the total bid, or to waive any informalities and irregularities in this bid. The lowest bidder shall be determined by the total bid price in the Bid Form.
18. Bid must be submitted on the Bid Form provided by the District. All items on the Bid Form must be filled out. The completed form should be without interlineations, alterations, or erasures.

19. Bid must be clearly marked “**KITCHEN EQUIPMENT K-12 MEAL PROGRAM FOR NUTRITION SERVICES BID - Bid No. 24-145**”. Bids shall be emailed to the Procurement Department or mailed or delivered to Procurement Department, OAKLAND UNIFIED SCHOOL DISTRICT, 900 High Street, 2nd Floor, CA 94601, not later than June 7, 2024, at 2 p.m. pst The District reserves the right to open bids at that time or at a later time.
20. Bids must be in complete compliance with the District’s bid package documents including but not limited to the Invitation for Bids, Purchase Specifications, Bid Form, Agreement Form, and Instructions to Bidders (“Bid Package”), and will be subject to inspection, interpretation, and approval by the District.
21. The bid should be verified before submission, as bids cannot be withdrawn after the bid deadline. No bid can be corrected or altered or signed after the bid deadline.
22. Bids may be withdrawn or revised in writing before the bid deadline.
23. The Contract will be awarded to the lowest responsive and responsible bidder.
24. All exceptions which are taken in response to this Contract must be stated clearly. The stating of exceptions, or the providing of false, incomplete or unresponsive statements in the bid, may result in the disqualification of the bid. Allowance of exceptions will be determined by the District’s governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, shall not be considered. No oral or telephonic modification of any bid submitted will be considered. A bid response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be considered as non-compliance with that specific term.
25. Any addenda issued during the time of bidding shall form a part of the Bid Package issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.
26. The quantities shown are estimated for the term of the Contract.
27. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish a material, product, thing or service of equal or better quality or utility. HOWEVER, BIDDER MAY ONLY DO SO IF BIDDER REQUESTS SUCH SUBSTITUTION AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE BID SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE PROPOSED SUBSTITUTE ITEM MUST BE STATED IN THE PROPOSAL, AND ALL ILLUSTRATIONS, CATALOG, AND NECESSARY INFORMATION MUST BE INCLUDED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE ITEM. UPON REQUEST, VENDOR SHALL SUBMIT TO DISTRICT,

AT NO CHARGE, A SAMPLE OF THE ITEM IT WISHES TO SUBSTITUTE. If the District approves the substitution of an equal or better item, the District shall issue an addendum to the Bid Package to allow all bidders to use that item. The District encourages alternate brands to be requested. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of at least comparable quality or utility to the brand name specified. If the District does not amend the bid package to allow substitution of a requested item, then no bidder may so substitute.

28. The bidder must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
29. In the event of any conflict or ambiguity between the Bid Package and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.
30. If the Vendor breaches the contract, the District may procure the articles from other sources and may recover damages from Vendor as allowed by law and contract, including but not limited to the loss occasioned thereby from any unpaid balance due the bidder. When procuring from another source, the prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
31. In the event of litigation, the Bid Package, Contract Documents, and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.
32. The items sought by this Bid Package must be delivered in satisfactory condition to the location specified by the District in the Bid Package, and must be delivered on or before the delivery deadline as indicated in the Bid Package. Time is of the essence of the contract. A bidder's failure to provide the items to the District by the delivery deadline shall subject the bidder to liquidated damages as described in this Bid Package.
33. It is the responsibility of a potential bidder who gains access to bid specifications through the internet, to contact the District and provide its company name, address, telephone and fax number, so that the District can notify it of any bid specification changes through addendum.

Submission Instructions

Bids shall be **emailed** to the Procurement Department at procurement@ousd.org no later than **June 7, 2024 @ 2:00 p.m. pst.**

Bids shall be submitted with subject line: **“IFB # 24-145NS”**

*When submitting your proposal, be sure to get a ticket number or confirmation email.

Bids 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 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. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the contract available to view below. Proposals and any other information submitted by respondents in response to this solicitation 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.

Proposal Format

- 1) Oakland Unified School District Application (attached below)
- 2) Completed Bid Form (attached below)
- 3) List of Exhibits: Complete all the Exhibits. (attached below)

Oakland Unified School District Application

Company Name:			
Address:			
Primary Contact Person: Title:		Secondary Contact Person: Title:	
Email:		Email:	
Telephone #:		Telephone #:	
Website (if applicable):			

Tax Classification: If selected other, please state.	<input type="checkbox"/>	Corporation
	<input type="checkbox"/>	Partnership
	<input type="checkbox"/>	Other
Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide the name of the school/district and briefly detail the dispute.		
Has your company ever had a contract terminated for convenience or default in the prior five years?	<input type="checkbox"/>	No
	<input type="checkbox"/>	Yes
If yes, provide details including the name of the other party:		

Bid Form
Oakland Unified School District
Contract for Purchase of Kitchen Equipment
Bid No. 24-145

PURCHASE SPECIFICATIONS

Dear Members of The Board of Education of the Oakland Unified School District:

The undersigned, either a sole proprietor doing business as _____ or representing the partnership or corporation of _____, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Bid Form, and all of the Bid Package documents for the proposed District purchase, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>LINE ITEMS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT BID PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>Installation Price [per unit; do not include if highlighted gray]</u>	<u>ESTIMATED TOTAL BID PRICES</u> <i>[quantity × unit price]</i>
Combi Oven - Alto-Shaam Model No. 7-20G PRO (OR EQUIVALENT) Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, NATURAL GAS; TURBO without Smoker, standard; 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug; Removable "T" style temperature probe, standard	10	\$	\$	\$

Installation Kit - 5021522 Installation Kit (OR EQUIVALENT), for gas combi ovens, CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$	\$	\$
Reverse Osmosis System - 5031208 Reverse Osmosis System (OR EQUIVALENT) 16 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$	\$	\$
Cleaning Tablets - CE-46991 Alto-Shaam (OR EQUIVALENT) Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)	10	\$		\$
Cleaner - CE-46829 Alto-Shaam (OR EQUIVALENT) Non-Caustic cleaner, (6) 32 oz bottles	10	\$		\$
Deliming Product - CE-27889 Scale Free™ deliming product (OR EQUIVALENT) 4 lb. bottle, citrus-based, non-corrosive	10	\$		\$
Chicken Rack - 5014438 Chicken Rack (OR EQUIVALENT) (6) chicken capacity, self-trussing, stainless steel, fits in side racks, oven holds (4) racks, for 7-20	10	\$		\$
Shelf - SH-22584 Shelf (OR EQUIVALENT) stainless steel wire	10	\$		\$
Grilling Grate - SH-26731 Grilling Grate (OR EQUIVALENT) 12" x 20"	10	\$		\$
Fry Basket - BS-26730 Fry Basket (OR EQUIVALENT) 12" x 20"	10	\$		\$
Pizza Screen - PN-47176 Pizza Screen (OR EQUIVALENT) 16"	10	\$		\$

Stacking Hardware - 5016707 Stacking Hardware (OR EQUIVALENT) 7-20E or 7-20G over 7-20G	10	\$		\$
Mobile Stacking Base - 5017391 Mobile Stacking Base (OR EQUIVALENT) for stacking on 7-20 or 10-20 model ovens	10	\$		\$
Serving Counter, Cold Food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter (OR EQUIVALENT) Approx. 66-3/8" x 30" x 32" High Top - 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$		\$
Single Door Refrigerators - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA	10	\$		\$
Double Door Refrigerators - True Mfg. - General Foodservice Model No. T-49-HC Refrigerator (OR EQUIVALENT) reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	10	\$		\$
Roll-In Refrigerator - True Mfg. - General Foodservice Model No. STA1RRI-1S	33	\$		\$

SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam-lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA Door Hinged Right Hand Standard				
Hot food well unit countertop electric - Low Temp Industries Model No. TW-DW-4 TW-DW-4 - 1/2" 90° Turn Down Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58-1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops& interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4	15	\$		\$
Serving counter, cold food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter Approx. 66-3/8" x 30" x 32" High Top (OR EQUIVALENT) 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$		\$
Cash Register Stand - Low Temp Industries Model No. TW-DW-4 TW-DW-4 - 1/2" 90° Turn Down Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58-1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops& interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4 Cord Grommet for Cashier Cord (2) - (B) 10" X 28" Solid S/S Tray Slide 5 Inch Locking Casters	15	\$		\$

sign graphic only - Low Temp Industries Model No. VINYL GRAPHIC (OR EQUIVALENT) Vinyl Graphic - Price per each, 2 for Hot line, 1 for cold line Vinyl Graphic Vinyl Graphic Applied to the Counter Body (If you choose to proceed with this Vinyl Graphic, each cabinet would need one)	1 ea	\$		\$
Milk Coolers 19.66 cu. ft - Beverage Air Model No. SMF49HC-1-W (OR EQUIVALENT) School Milk Cooler forced air, 49"W x 33-5/8"D x 47"H, 19.66 cu. ft., single access, exterior digital thermometer, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/4 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$		\$
Milk Coolers 24 cu. ft. - Beverage Air Model No. SMF58HC-1-W (OR EQUIVALENT) School Milk Cooler, forced air, 58"W x 33-5/8"D x 47"H, 24 cu. ft., single access, exterior digital thermometer, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$		\$
Equipment Stand Tables - GSW USA Model No. ES-S3048 (OR EQUIVALENT) Equipment Stand, 48"W x 30"D x 24"H, 16/430 stainless steel top with 1" up-turn on sides & rear, 18 gauge galvanized undershelf, galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Castors (set of 4 per table) - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT)	15	\$		\$

swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)				
Steam table pans 6" Deep - Culinary Essentials Steam Table Pan (OR EQUIVALENT) full size, 20-3/4" x 12-3/4" x 6" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859272)	200	\$		\$
Steam table pans 4" Deep - TriMark Model No. 859270 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859270)	200	\$		\$
Steam table pans 2.5" Deep - TriMark Model No. 859268 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 2-1/2" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859268)	200	\$		\$
Steam table pans Pan Cover - 859238 Culinary Essentials Steam Table Pan Cover (OR EQUIVALENT) full size, 20-3/4" x 12-3/4", solid, flat, with handle, 22 gauge 18/8 stainless steel (859238)	200	\$		\$
Sheet pans - "TriMark Model No. 182618 (OR EQUIVALENT) Culinary Essentials Bun Pan, full size, 26"L x 18"W x 1"H, 18 gauge aluminum (859367)"	300	\$		\$
Bun/Sheet Pan Rack - Winholt Equipment Model No. AL-1820B (OR EQUIVALENT) Pan Rack, mobile, full height, open sides, with slides for (40) 14" x 18" or (20) 18" x 26" sheet pans capacity, welded angle-type aluminum frame, end loading, 5" casters, NSF	70	\$		\$
Roll in freezer 54" - True Mfg. - General Foodservice Model No. T-49F-HC Freezer (OR EQUIVALENT) reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA	17	\$		\$

5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR® on 4" stem castors, standard				
Roll in freezer 52" - Traulsen Model No. G22010 Dealer's Choice Freezer (OR EQUIVALENT) Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly, non-flammable R-448A refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF, ENERGY STAR®	16	\$		\$
Silver King Milk Dispenser 2-Valve Model SKMAJ2 (OR EQUIVALENT) 115v/60hz/1ph/1.6A/NEMA 5-15P Plug, 17.09"W x 28.09"H x 39.48"D, Stainless steel exterior with galvanized bottom, Stainless steel interior with coved corners and finished edges,One (1) right-hand swing with lockable latch, Two (2) spring-loaded lift valves, Two (2) milk crates (each accommodates a 3-gallon, 5-gallon or 6-gallon bag), Adjustable standard legs or adjustable shipboard legs, R290 Refrigerant, Temperature Range 38°F to 40°F (3.3 to 4.4°C), Internal Capacity 12 gallons.	10	\$		\$
Work Table for Milk Dispensers, John Boos Model No. ST6R1.5-3030SSK (OR EQUIVALENT) Work Table, 30"W x 30"D, 16/300 stainless steel top with 1-1/2"H rear up-turn, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD Dimensions 37.25(h) x 30(w) x 30(d) Modification to leg height, (4) leg table, 26"H overall 1-1/2" turned up left end splash (modification)	10	\$		\$

1-1/2" turned up right end splash (modification)				
2" Lower Shelf turned up back, (2209E)				
Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4)				
Work table - stainless steel top - GSW USA Model No. WT-EE2460 (OR EQUIVALENT) Economy Work Table, 60"W x 24"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Work Table Casters - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT) swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	15	\$		\$
			Subtotal of Above Line Item Bids	\$
			Taxes	\$
			Total Bid	\$

Bidder must complete the last two columns in the above table ***and*** complete the following: The total bid is _____ *[insert words]* Dollars and _____ *[insert numerals]* /100.

This bid price will not be revoked for ninety (90) calendar days after bid opening. Award of the Contract will be based on the lowest responsive and responsible bidder. The not-to-exceed contract price shall be the above total bid price.

Authority of the individual(s) signing the Bid Form to bind a bidding partnership or corporation must be attached.

INDIVIDUAL:

_____ *[signature]*

_____ *[Name]*

Date: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ [signature]

_____ [Name]

General Partner

_____ [Partnership Name]

Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

_____ [signature]

_____ [Name]

_____ [Chairman, Pres., or Vice-Pres.]

_____ [Corporation Name]

Date: _____, 20__

_____ [signature]

_____ [Name]

_____ [Secretary, Asst. Secretary, CFO, or Asst. Treasurer]

_____ [Corporation Name]

Date: _____, 20__

Exhibit A: Oakland Unified School District Purchase Agreement

(Contract agreement may be subject to change)

SAMPLE ONLY - DO NOT SIGN

This Agreement is made this _____ day of _____, 20____, by and between **Oakland Unified School District**, “District,” and _____, “Vendor,” (“Agreement,” or “Contract”) with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was the lowest responsible bidder for the District’s Bid No. _____ for the purchase and delivery of the items of equipment, materials, supplies, and services detailed in the Bid Package (defined below) provided by the District (“Items”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Location for Delivery. Vendor agrees to deliver the Items to District at the School addresses listed on the OUSD [School Directory Site](https://www.ousd.org/our-schools/school-directory) as specified at the time of purchase. (<https://www.ousd.org/our-schools/school-directory>)
2. Time for Delivery. Vendor shall satisfactorily and timely deliver the Items in full to the District as specified in the District’s bid package documents for Bid No. _____ (“Bid Package”), including but not limited to the Purchase Specifications and any addenda. Time is of the essence in this Contract. If Vendor fails to satisfactorily and timely deliver the Items, the District may purchase items from other sources and recover damages from Vendor as allowed by applicable law, including but not limited to the purchase cost in excess of the contract price (see next section) and other costs incurred due to the Vendor’s failure to timely deliver.
3. Contract Term and Not-to-Exceed Price. The term of this Contract is one (1) year(s) from the date of award of the Contract by the District’s governing board (“Term”). At District’s sole discretion, the term of this Contract shall include, and may be extended for two (2) additional terms of one (1) year (each an “Option”), provided that District provides written notice to Vendor at least three (3) months prior to the end of the Original Term, or an Option term, as applicable, of District’s intent to exercise an Option. For every satisfactory and timely delivery of ordered Items, District agrees to pay Vendor based on the unit prices and taxes listed by Vendor in the Bid Form for those Items, with such payment being made within forty-five (45) calendar days following receipt of Vendor’s invoice or satisfactory and timely delivery, whichever is later. The District’s total purchases from Vendor under this Contract may not exceed \$10 million dollars (\$10,000,000) annually. At any time during the Term, District may terminate the Contract for convenience effective upon Vendor’s receipt of written notice of such termination; and such written notice may limit or delay the effective date of the termination. In addition, District may give written notice of termination of the Contract for cause in the event of a breach of the Contract by Vendor that Vendor failed to cure within seven (7) days after receiving a written demand for cure from District.

4. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.

5. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, governing board, and members of its governing board (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, breach of contract, or willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), in the performance of, or failure to perform, Vendor’s obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of the Items supplied pursuant to this Contract.

6. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

7. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

8.

9. Insurance. Without in any way limiting Vendor’s liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker’s compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor’s insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from amounts payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. 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 and the Vendor Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1, and shall complete and submit the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. ☐ Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. ☐ The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served by a Party if delivered in person, or sent by registered or certified or overnight mail, to the other Party's last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, and others. Vendor agrees that it shall comply with all legal requirements for the

performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Forms. The following documents are incorporated into the Contract as the "Contract Documents":

- Bid Cover Sheet.
- Bid security.
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.

- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Fingerprinting Certification (see Exhibit B of the Fingerprinting Notice and Acknowledgement).
-
- The bid package issued by the District for the Contract ("Bid Package"), which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Purchase Specifications, the Bid Form, this Agreement, and all addenda.

31. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

32. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

33. Federal Funding. If federal funds are being used either in whole or in part for the purchase of the Items, then the Items are subject to, and Vendor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in Code of Federal Regulations ("CFR"), Title 2, Part 200. Accordingly, Vendor agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Vendor agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the contract amount exceeds \$150,000, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. DEBARMENT AND SUSPENSION. Vendor represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

D. BYRD ANTI-LOBBYING AMENDMENT. If the contract price exceeds \$100,000, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Vendor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

E. PROCUREMENT OF RECOVERED MATERIALS. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.323, as applicable.

F. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.216, as applicable.

G. DOMESTIC PREFERENCES FOR PROCUREMENT. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Vendor to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Vendor agrees to comply with, and be bound by, and assist District in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Vendor to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

I. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Vendor agrees to comply with and be bound by, and assist District in ensuring compliance with, the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

J. If any provision is required by federal law, or by the federal grant program funding such purchase, to be included in the Contract, such provisions shall be deemed by the parties to have been included and the parties will comply with such provisions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

OAKLAND UNIFIED SCHOOL DISTRICT

Vendor _____

By _____
[TITLE]

By _____
[TITLE]

Exhibit B: 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

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: _____

Exhibit C: Iran Contracting Act Certification
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that 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.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/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 enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

Exhibit D: Workers' Compensation Certificate

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to selfinsure and to pay any compensation that may become due to his or her employees, ... "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake selfinsurance 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

Exhibit E: Drug-Free Workplace Certification

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace;
 - (3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse Violations;
- (c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Date

[attach form]

Exhibit F: Non Collusion Declaration

I, _____, declare that I am 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 proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Print Name: _____

Signature: _____

Title: _____

Company Name: _____

Date: _____

Exhibit G: Bidder's Statement Regarding Insurance Coverage

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. 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

Exhibit H: Suspension And Debarment Certification

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.

Exhibit I: Certification Regarding Lobbying

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

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

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 1

posted **May 21, 2024**

Invitation For Bid (IFB) #24-145NS

Kitchen Equipment

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 8

Amended From: 17. The District reserves the right to accept or reject any and all bids, or award on the basis of the total bid, or to waive any informalities and irregularities in this bid. The lowest bidder shall be determined by the total bid price in the Bid Form.

Amended To: The District reserves the right to accept or reject any and all bids, or award on the basis of the total bid, or to waive any informalities and irregularities in this bid. Bidders may bid on all or only select items in the bid form. The lowest bidder shall be determined by the total bid price in the Bid Form.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 2

posted June 7, 2024

Invitation For Bid (IFB) #24-145NS **Kitchen Equipment**

To: ALL BIDDERS

The Oakland Unified School District ("OUSD") ("District") hereby issues this Bid Amendment No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER'S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 3, SCHEDULE OF EVENTS

Amended From:

DATE	ACTION
Solicitation First Posted:	May 17, 2024
Deadline for Questions:	May 31, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	June 7, 2024 @ 2:00 p.m. pst
Selection Award Notice:	June 14, 2024
Contract Start Date:	August, 2024

Amended To:

DATE	ACTION
Solicitation First Posted:	May 17, 2024
Deadline for Questions:	May 31, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District: NEW Proposal/Bid Submitted to District:	June 7, 2024 @ 2:00 p.m. pst June 14, 2024 @ 2:00 p.m. pst
Selection Award Notice: NEW Selection Award Notice:	June 14, 2024 June 21, 2024
Contract Start Date:	August, 2024

2. See Pages 13-21, BID FORM

Updated 'Bid Form' with three line item changes

- One (1) item deleted, Two (2) items changed

Updated List can be located on OUSD Procurement Webpage, titled 'Bid Form 2.0'

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

Sincerely,

Rosaura M. Altamirano

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

Procurement Service Department, 900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Bid Form 2.0
Oakland Unified School District
Contract for Purchase of Kitchen Equipment
Bid No. 24-145

PURCHASE SPECIFICATIONS

Dear Members of The Board of Education of the Oakland Unified School District:

The undersigned, either a sole proprietor doing business as _____ or representing the partnership or corporation of _____, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Bid Form, and all of the Bid Package documents for the proposed District purchase, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>LINE ITEMS</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT BID PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>Installation Price [per unit; do not include if highlighted gray]</u>	<u>ESTIMATED TOTAL BID PRICES</u> <i>[quantity × unit price]</i>
Combi Oven - Alto-Shaam Model No. 7-20G PRO (OR EQUIVALENT) ProdiGi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN 1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, ENERGY STAR®, EAC, NATURAL GAS; TURBO without Smoker, standard; 120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug; Removable "T" style temperature probe, standard	10	\$	\$	\$
Installation Kit - 5021522 Installation Kit (OR EQUIVALENT), for gas combi ovens,	10	\$	\$	\$

CPVC, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY)				
Reverse Osmosis System - 5031208 Reverse Osmosis System (OR EQUIVALENT) 16 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)	10	\$	\$	\$
Cleaning Tablets - CE-46991 Alto-Shaam (OR EQUIVALENT) Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)	10	\$		\$
Cleaner - CE-46829 Alto-Shaam (OR EQUIVALENT) Non-Caustic cleaner, (6) 32 oz bottles	10	\$		\$
Deliming Product - CE-27889 Scale Free™ deliming product (OR EQUIVALENT) 4 lb. bottle, citrus-based, non-corrosive	10	\$		\$
Chicken Rack - 5014438 Chicken Rack (OR EQUIVALENT) (6) chicken capacity, self-trussing, stainless steel, fits in side racks, oven holds (4) racks, for 7-20	10	\$		\$
Shelf - SH-22584 Shelf (OR EQUIVALENT) stainless steel wire	10	\$		\$
Grilling Grate - SH-26731 Grilling Grate (OR EQUIVALENT) 12" x 20"	10	\$		\$
Fry Basket - BS-26730 Fry Basket (OR EQUIVALENT) 12" x 20"	10	\$		\$
Pizza Screen - PN-47176 Pizza Screen (OR EQUIVALENT) 16"	10	\$		\$
Stacking Hardware - 5016707 Stacking Hardware (OR EQUIVALENT)	10	\$		\$

7-20E or 7-20G over 7-20G				
Mobile Stacking Base - 5017391 Mobile Stacking Base (OR EQUIVALENT) for stacking on 7-20 or 10-20 model ovens	10	\$		\$
Serving Counter, Cold Food - Low Temp Industries Model No. 66-CFMA-EB-F Specline (66-CFMA-EB-F) Tempest-Air Cold Food Counter (OR EQUIVALENT) Approx. 66-3/8" x 30" x 32" High Top - 14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters	15	\$		\$
DELETED Single Door Refrigerators - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door with lock, cam lift hinges, digital temperature control, aluminum interior, incandescent interior lighting, stainless steel ramp, stainless steel front & sides, 1/3 HP, 115v/60/1-ph, 8.9 amps, NEMA 5-15P (accommodates 27"W x 29"D x 66"H cart, NOT included), cULus, UL EPH Classified, Made in USA	10	\$		\$
Double Door Refrigerators - True Mfg. - General Foodservice Model No. T-49-HC Refrigerator (OR EQUIVALENT) reach-in, two-section, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	10	\$		\$
Roll-In Refrigerator - True Mfg. - General Foodservice Model No. STA1RRI-1S SPEC SERIES® Refrigerator (OR EQUIVALENT) roll-in, one-section, (1) stainless steel door	33	\$		\$

14 ga. Stainless Steel (AA) Line-Up Locks 66" Molded Fiberglass Body 2050TA-4 Pan-Temp-est Aire® Built-In Adaptor Bars (2) - (D) 10" X 66" Solid S/S Cutting Board CrystalClear 66" Double Buffet 5 Inch Locking Casters				
AMENDED FROM: Cash Register Stand – Low Temp Industries Model No. TW-DW-4 TW-DW-4 – 1/2" 90° Turn-Down-Edge Hot Food Well Drop-in Unit (OR EQUIVALENT) electric, 58 1/2" W, wet or dry operation, (4) 12" x 20" sealed hot food wells, fully insulated, individual wired remote solid state control, stainless steel tops & interior liner, galvanized exterior housing manifold drains, cULus, ANSI/NSF4 Cord Grommet for Cashier Cord (2) – (B) 10" X 28" Solid S/S Tray Slide 5 Inch Locking Casters	15	\$		\$
AMENDED TO: Cash Register Stand – Low Temp Industries Model No. 28 CSE-F • Revised Specline (28-CSE-F) Cashier Counter End Type • Approx. 28-3/8" x 30" x 34" High • Top - 14 ga. Stainless Steel • (AA) Line-Up Locks • 28" Molded Fiberglass Body • Cashier Liner • Cashier Tubular Footrest • Cord Grommet for Cashier Cord • (2) - (B) 10" X 28" Solid S/S Tray Slide • 5 Inch Locking Casters	15			
sign graphic only - Low Temp Industries Model No. VINYL GRAPHIC (OR EQUIVALENT) Vinyl Graphic - Price per each, 2 for Hot line, 1 for cold line Vinyl Graphic Vinyl Graphic Applied to the Counter Body (If you choose to proceed with this Vinyl Graphic, each cabinet would need one)	1 ea	\$		\$
Milk Coolers 19.66 cu. ft - Beverage Air Model No. SMF49HC-1-W (OR EQUIVALENT) School Milk Cooler forced air, 49"W x 33-5/8"D x 47"H, 19.66 cu. ft., single access, exterior digital thermometer, (12) 13" x 13" x 11" or (8) 19" x 13" x 11" case	10	\$		\$

capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/4 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)				
Milk Coolers 24 cu. ft. - Beverage Air Model No. SMF58HC-1-W (OR EQUIVALENT) School Milk Cooler, forced air, 58"W x 33-5/8"D x 47"H, 24 cu. ft., single access, exterior digital thermometer, flat top carton capacities, (16) 13" x 13" x 11" or (10) 19" x 13" x 11" case capacity, self-latching doors/lids with safety bumpers, cylinder lock, wire floor racks, floor drain, electronic control, auto defrost, galvanized steel interior with stainless steel floor, white exterior, R290 Hydrocarbon refrigerant, 1/3 HP, cULus, UL EPH Classified, UL-Sanitation, Made in USA on 6" Heavy Duty Casters (2 with brakes)	10	\$		\$
Equipment Stand Tables - GSW USA Model No. ES-S3048 (OR EQUIVALENT) Equipment Stand, 48"W x 30"D x 24"H, 16/430 stainless steel top with 1" up-turn on sides & rear, 18 gauge galvanized undershelf, galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Casters (set of 4 per table) - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT) swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)	15	\$		\$
Steam table pans 6" Deep - Culinary Essentials Steam Table Pan (OR EQUIVALENT) full size, 20-3/4" x 12-3/4" x 6" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859272)	200	\$		\$
Steam table pans 4" Deep - TriMark Model No. 859270 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 4" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859270)	200	\$		\$

Steam table pans 2.5" Deep - TriMark Model No. 859268 (OR EQUIVALENT) Culinary Essentials Steam Table Pan, full size, 20-3/4" x 12-3/4" x 2-1/2" deep, solid, reinforced edges, 22 gauge 18/8 stainless steel (859268)	200	\$		\$
Steam table pans Pan Cover - 859238 Culinary Essentials Steam Table Pan Cover (OR EQUIVALENT) full size, 20-3/4" x 12-3/4", solid, flat, with handle, 22 gauge 18/8 stainless steel (859238)	200	\$		\$
Sheet pans - "TriMark Model No. 182618 (OR EQUIVALENT) Culinary Essentials Bun Pan, full size, 26" L x 18" W x 1" H, 18 gauge aluminum (859367)"	300	\$		\$
Bun/Sheet Pan Rack - Winholt Equipment Model No. AL-1820B (OR EQUIVALENT) Pan Rack, mobile, full height, open sides, with slides for (40) 14" x 18" or (20) 18" x 26" sheet pans capacity, welded angle-type aluminum frame, end loading, 5" casters, NSF	70	\$		\$
Roll in freezer 54" - True Mfg. - General Foodservice Model No. T-49F-HC Freezer (OR EQUIVALENT) reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR® on 4" stem castors, standard	17	\$		\$
Roll in freezer 52" - Traulsen Model No. G22010 Dealer's Choice Freezer (OR EQUIVALENT) Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly, non-flammable R-448A refrigerant, unit can be programmed to operate at -10°F, 3/4 hp, cETLus, NSF, ENERGY STAR®	16	\$		\$

Silver King Milk Dispenser 2-Valve Model SKMAJ2 (OR EQUIVALENT) 115v/60hz/1ph/1.6A/NEMA 5-15P Plug, 17.09"W x 28.09"H x 39.48"D, Stainless steel exterior with galvanized bottom, Stainless steel interior with coved corners and finished edges, One (1) right-hand swing with lockable latch, Two (2) spring-loaded lift valves, Two (2) milk crates (each accommodates a 3-gallon, 5-gallon or 6-gallon bag), Adjustable standard legs or adjustable shipboard legs, R290 Refrigerant, Temperature Range 38°F to 40°F (3.3 to 4.4°C), Internal Capacity 12 gallons.	10	\$		\$
Work Table for Milk Dispensers, John Boos Model No. ST6R1.5-3030SSK (OR EQUIVALENT) Work Table, 30"W x 30"D, 16/300 stainless steel top with 1-1/2"H rear up-turn, with Stallion Safety Edge front, 90° turndown on sides, stainless steel legs & adjustable undershelf, adjustable bullet feet, NSF, CSA-Sanitation, KD Dimensions 37.25(h) x 30(w) x 30(d) Modification to leg height, (4) leg table, 26"H overall 1-1/2" turned up left end splash (modification) 1-1/2" turned up right end splash (modification) 2" Lower Shelf turned up back, (2209E) Casters, 5", heavy duty, locking, for 1-5/8" diameter legs (set of 4)	10	\$		\$
Work table - stainless steel top - GSW USA Model No. WT-EE2460 (OR EQUIVALENT) Economy Work Table, 60"W x 24"D x 35"H, 18/430 stainless steel top, 18 gauge galvanized undershelf, 18 gauge galvanized legs with adjustable ABS bullet feet, rolled edge construction, ETL	15	\$		\$
Work Table Casters - Krowne 28-129S Krowne 1 5/8" Stem Caster (OR EQUIVALENT)	15	\$		\$

swivel with brake, 5" diameter, 220 lbs per caster load capacity, grease resistant, raises height of equipment 6" (set of 4)				
			Subtotal of Above Line Item Bids	\$
			Taxes	\$
			Total Bid	\$

Bidder must complete the last two columns in the above table ***and*** complete the following: The total bid is _____ *[insert words]* Dollars and _____ *[insert numerals]* /100.

This bid price will not be revoked for ninety (90) calendar days after bid opening. Award of the Contract will be based on the lowest responsive and responsible bidder. The not-to-exceed contract price shall be the above total bid price.

Authority of the individual(s) signing the Bid Form to bind a bidding partnership or corporation must be attached.

INDIVIDUAL:

_____ *[signature]*
 _____ *[Name]*
 Date: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ *[signature]*
 _____ *[Name]*
 General Partner
 _____ *[Partnership Name]*
 Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

_____ *[signature]*
_____ *[Name]*
_____ *[Chairman, Pres., or Vice-Pres.]*
_____ *[Corporation Name]*
Date: _____, 20__

_____ *[signature]*
_____ *[Name]*
_____ *[Secretary, Asst. Secretary, CFO, or Asst. Treasurer]*
_____ *[Corporation Name]*
Date: _____, 20__