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OAKLAND UNIFIED SCHOOL DISTRICT Office of the Superintendent of Schools

October 8, 2014

To:

Board of Education

From:

Antwan Wilson, Superintendent

Mia Settles-Tidwell, Chief Operations Officer Jennifer Le Barre, Director of Nutrition Services

ACTION REQUESTED

Approval by the Board of Education of Resolution No. 1415-0046 – Approving Third Extension of Award of Bid No. 12-13/01/Contract – Frozen Foods and Groceries – between District and Sysco Food Services of San Francisco, CA, for the provision of frozen foods and groceries to the Nutrition Services Department in the estimated amount of \$5,500,000.00 for the 2014-2015 School Year.

BACKGROUND

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

DISCUSSION

The District is satisfied with vendor's services since they participated in the bidding process and won the bid two years ago.

FISCAL IMPACT

Extension of the Contract will result in monetary savings in Frozen Foods and Groceries products.

RECOMMENDATION

Approval by the Board of Education of Resolution No. 1415-0046 – Approving Third Extension of Award of Bid No. 12-13/01/Contract – Frozen Food and Groceries – between District and Sysco Food Services of San Francisco, CA, for the provision of frozen foods and groceries to the

Nutrition Services Department in the estimated amount of \$5,500,000.00 for the 2014-2015 School Year.

Attachments

Resolution No. 1415-0046 Recap Sheet

RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT RESOLUTION NO. 1415-0046

EXTENSION OF CONTRACT FOR FROZEN FOOD AND GROCERIES

WHEREAS, The Board of Education of the Oakland Unified School District of Alameda County, heretofore awarded Bid No.12-13/01 Frozen Food and Groceries to be used in elementary, middle, high schools, and child development centers District wide in said District; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education accepts the recommendation of staff, and approves a contract extension for Frozen Food and Groceries with Sysco Food Services of San Francisco for \$5,500,000.00; and

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Operation Officer of Procurement is hereby authorized and directed to issue a purchase order to said vendor for the extended contract.

Passed by the following vote:

AYES:

Jody London, Christopher Dobbins, Jumoke Hinton Hodge, Vice

President James Harris, President David Kakishiba

NOES:

None

ABSTAINED: None

ABSENT:

Anne Campbell Washington, Roseann Torres

I certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Education of the Oakland Unified School District at a regular meeting held October 8,

2014 at Oakland, CA.

Antwan Wilson

Secretary, Board of Education Oakland Unified School District

File ID Number: 19-1976
Introduction Date: 10/8/19
Enactment Number: 19-1926
Enactment Date: 10/8/19

RV: 19-1976

OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 1415-0046, Request for Frozen Foods and Groceries Bid Roll Over Award for: Sysco San Francisco, Inc.

Sysco San Francisco Fremont, CA 94538 Award \$5,500,000.00

It is recommended that the award be made as indicated.

NOTICE TO BIDDERS:

BIDDER'S PROPOSAL

and

CONDITIONS OF BID

OAKLAND UNIFIED SCHOOL DISTRICT Purchasing Department 900 High Street Oakland, CA 94601-4487

BID NO. 12-13/01

is calling for proposals for furnishing of <u>Frozen Food & Groceries</u> CLOSING DATE: <u>Tuesday, September 4, 2012</u> 2:00 p.m. Sealed bids will be accepted up to this hour at the Procurement Department, 900 High Street, Oakland, CA. 94601. This bid will be publicly opened and read at 2:15 p.m. at the Procurement Department, 900 High Street in Oakland, CA, on <u>Tuesday, September 4, 2012</u>. Any bid received after the closing date and time, will be considered late and may likely be disqualified. Sealed envelope enclosing the bid should bear the title, bid number and the material or service you are bidding for. This information must be posted on the left hand corner of your return envelope, even if you sent your proposals through overnight delivery. All bids and contracts entered into hereundaer shall be subject to the Special Conditions listed in this form.

SPECIAL CONDITIONS

Any questions or concerns regarding this bid should be referred to:

Robert Law, Nutrition Services Administrative Supervisor (510) 434-2253

PROPOSAL

TO THE BOARD OF EDUCATION OF THE OAKLAND UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY.

In compliance with the call for proposals described above, the undersigned Bidder hereby proposes and agrees to furnish all labor, tools, material, transportation, services, licenses and permit fees, for the work described in attached specifications and for the items listed in the attached Bid Form at the prices specified therein.

Bidders are required to sign the bottom line of the Special Conditions, attesting to the fact that they have read this bid and its proposal.

Indicate prompt payment discount:					
(Prompt payment discount of 30 days or lo	onger will be	e considered in determin	ing the award.)		
Total amount of bid, excluding State or Cou	unty Sales o	r Use Tax, if any, is:	Dollars	(\$)
Dated:, 20					
Firm:					
By: (Signa	ature)				
(Print	/Type Name	2)			
Address:					
Telephone: ()					
тегернопе. ()					
Contractor's License No.	Expiration	Date:			
This bidder is a Corporation□, Partne	ership□,	Sole Proprietorship □			
If the bidder is a partnership, the bid should with the name of the corporation by an off corporation, fill in the following: This Corporation.	icer authoriz	zed to execute a bid on b	ehalf of the corpora	tion. If the Bi	dder is a

GENERAL INSTRUCTIONS/CONDITIONS

- 1. <u>USE OF FORMS</u>. In order to preserve uniformity and to facilitate the award of contracts, no bids will be considered unless made upon forms furnished by the District. Bidders shall complete and return this form and shall complete the Bid Form and return the original copy.
- 2. <u>DEFINITIONS</u>. Whenever the words and terms set forth in this paragraph appear in any of the Contract documents, they shall have the following meaning:
 - a. "BIDDER" as used herein includes: A Bidder who submits a proposal, a Bidder to whom a contract is awarded, and a Bidder who has entered into a contract with the District.
 - b. "BOARD" shall mean the Board of Education of Oakland Unified School District of the County of Alameda, State of California.
 - c. "BUYER" as used herein means Oakland Unified School District.
 - "CONTRACT" shall mean the complete contract which includes all of the Contract documents.
 - e. "CONTRACTOR" or the words "Party of the Second Part" shall mean the party entering into contract for furnishing items covered by this contract and his authorized agents or legal representatives.
 - "DISTRICT" shall mean the Oakland Unified School District of the County of Alameda, State of California.
 - g. "USE OF SINGULAR" as used herein, unless the provision or the context requires otherwise, the singular includes the plural and the plural includes the singular.

ANTI-DISCRIMINATION REQUIREMENTS.

It is the policy of Oakland Unified School District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age.

By submitting its bid, each bidder herein certifies that it is in compliance with applicable Federal and California laws including, but not limited to, Title VI of the Civil Rights Act of 196442 U.S.C. 2000d et seq., the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and Oakland Unified School District policy.

4. <u>BID FORM REQUIREMENTS</u>. The Bidder must bid separately on each item, unless otherwise requested herein, and shall indicate on the Bid Form the unit price for each item listed and the total price for furnishing the total quantity of each item. The percent or amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Bids shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the correction shall be initialed in ink by the person signing the proposal. No corrections can be made after the time of opening bids.

Whenever the amount resulting from multiplying the unit price bid on any item by the total number of units call for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications with a proposal which serve to qualify a bid shall void the bid as to the items qualified.

- 5. ACCEPTANCE OR REJECTION OF BIDS. The Oakland Board of Education will accept the bid or combination of bids on each item the total price of which or the total combined price of which, based on the unit prices bid, equals the lowest total amount for furnishing the total quantity listed under each item. The lowest bidder must offer materials and services meeting the District's specification and be capable of delivering quality goods or services as required. In the event of equal low bids, preference shall be accorded to local firms in recognition of the greater convenience in adjustments, servicing, and repairs by merchants who are more readily available. The Oakland Board of Education reserves the right to reject any and all bids, or any or all items of any bid, or waive any irregularity or any bid.
- 6. <u>UNAVAILABILITY OF FUNDS</u>. Should funds not be available by the using department, the District has the option to cancel or not make an award at any time without penalty.
- 7. <u>INSPECTION OF ITEMS FURNISHED</u>. All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specification shall be deducted from the contract price.
- 8. <u>ASSIGNMENT PROHIBITED</u>. No contract awarded under this proposal shall be assigned except with the written approval of the Board of Education or its designee. Any attempted assignment in violation of the provision shall be voidable at the option of the Board.
- 9. <u>DELIVERY</u>. All items shall be delivered in quantities specified in the contract FOB Destination, at points within the Oakland Unified School District as specified in the contract.

Unless otherwise specified, if an item is not delivered as specified in the contract, or if the Bidder delivers an item which does not conform to the specifications, the Board of Education may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying an item by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the Bidder or his surety.

A variation between the quantity delivered and the quantity specified for an item shall be accepted as a compliance with the contract only if the variation is within the following manufacturing process allowance: A decrease not exceeding five percent or an increase not exceeding ten percent of the quantity specified. Payment shall be adjusted on the basis of the unit price bid.

Timely delivery of all orders is expected to school site and if unable to meet confirmed delivery schedule(s), as agreed upon, then after a one hour grace period, the District reserves the right to assess a penalty payment to the awarded vendor for each instance in the amount of (\$150.00) per late delivery, and deduct from the awarded vendor's invoice the penalty payment. The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused. Also, delivery to that site will be rescheduled, to ensure no disruption to service.

10. <u>INABILITY TO PERFORM</u>. In the event that the Bidder is prevented from making delivery or otherwise performing time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an "act of God", which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

- a. The Bidder shall send written notice to the Secretary of the Board of Education of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
- b. The District may cancel the contract or purchase order, entirely or in part.
- c. The Bidder shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by the District of a new purchase order or other written instructions.
- d. In the event of cancellation of a purchase order issued pursuant to a continuing contract for the furnishing of a minimum quantity of items, at the option of the District, the quantity of items specified in the purchase order may be deducted from the minimum specified in the contract.
- 11. <u>SAMPLES</u>. Where the Bidder quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If, the bid submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the Bidder proposes to furnish.

Samples of items, when requested, must be furnished free of expense to the District, and if not destroyed by tests, will be returned upon request at the Bidder's expense.

- 12. <u>BRANDS</u>. When a particular brand or brand and number are named in connection with any item, it is named as a standard of quality and utility only. A Bidder may submit a bid to furnish an item other than that named, but the item offered by the Bidder must state in the Bid Form the brand with its number, if any, which he will furnish. The District shall be the sole judge of whether an offered item is the equal of the named item. If the Bidder fails to write in the brand and number of the item to be furnished, it is understood the Bidder will furnish the item named by the District as the standard of quality and utility.
- 13. <u>SALES, USE, AND FEDERAL TAXES</u>. The total price bid by the Bidder for the furnishing of any item is the price quoted plus the State or County Sales Tax or Use Tax, if any. However, the Bidder shall state the price of the item bid upon exclusive of the amount of the sales tax or use tax.

The State or County Use Tax, on items sold to the District will be paid directly to the State Board of Equalization unless the Bidder has obtained a license from the State Board of Equalization to collect the Use Tax in which event the amount of the Use Tax on an item will be paid directly to the Bidder. Any bidder possessing such a license shall state in the following blanks the number and date of issuance thereof.

Number	 Date of Issuance	

Any additional state tax or any federal tax payable on an item furnished by the Bidder which may be legally added to the price bid and from the payment of which the District is not exempt, will be paid by the District.

14. <u>FEDERAL OR STATE REGULATIONS</u>. The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations

and orders of the Federal or State government now in effect or which shall be in effect during the period of such contract.

- 15. PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS. The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplied by the Bidder.
- WARRANTY-PRODUCT. Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purpose intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agent from all damages, or claims for damages, costs of expenses in law or equity that may at any time arise from Buyer's normal use.
- 17. <u>NON-COLLUSION</u>. In accordance with California law, bidders must complete the attached Non-Collusion Affidavit and submit it with their bid.

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

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

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

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

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

The *mandatory* 20% requirement is waived.

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

- 19. Please clearly indicate on the left hand corner of your return envelope, the following:
 - a) The material or service you are bidding for.
 - b) Bid number.
 - c) Firm name of bidder.

This information must be posted on the left hand corner of your return envelope, even if you send your proposals through overnight delivery (UPS, Federal Express).

SPECIAL CONDITIONS FOR DETERMINING AWARD

- 1. <u>CONTRACT PERIOD</u>: The contract period shall be for one year upon approval by the Board of Education of Oakland Unified School District. This contract may be renewed annually at the discretion of the Board of Directors and the consent of the winning vendor for a period not to exceed (3) three years in total.
- 2. <u>BASIS OF AWARD:</u> This bid will be awarded to the lowest responsive/ responsible bidder, who meets all the conditions contained in this specification. The District will be the sole determinant of the winning vendor who has complied with the specifications. Bidders must have an established processing plant and/or distribution facility.
- 3. <u>VENDOR BILLING</u>: The vendor must be able to set up separate billing account numbers for each delivery site. All billings must be reported on a site-by-site basis.
- 4. QUANTITIES: The quantities on this bid are estimates based on previous and anticipated usage, and will be used to determine award. However, actual requirements may vary.
- 5. <u>DISTRIBUTION FACILITIES</u>: The district, at its discretion, reserves the right to inspect the warehouse, trucks, and distribution facilities of the bidder prior to award of the contract. If the representatives of the school district determine after such inspection that the bidder is not determined capable of performance satisfactory to the school district, that bid will be further considered.
- METHOD OF BIDDING: Bidders must show the unit price for each item, extension and grand total of all items in this proposal.
 Bidders must state the brands to be furnished. Bidders must state the size of package offered if different, from the one specified.
- 7. BRANDS: The brands specified are currently used by the school districts. When a brand is specified, bidder MUST submit a price on that brand on the bid form. Bidders MAY also submit a bid for an alternative product of equal quality by attaching an itemized detailed letter. The apparent lowest responsible bidder MUST submit samples and specifications for the ALTERNATE item offered on or before the bid closing date. The submission of samples and specifications does not in any way connote nor guaranty the award of contract. These samples are to be furnished without any cost to the district. Samples are to be delivered to:

Jennifer Le Barre Director Nutrition Services 900 High Street Oakland, CA 94601

Samples must be marked with the <u>BIDDER'S NAME AND THE APPLICABLE NUMBER OF THE ITEM IN THIS BID</u>, as stated in the "SAMPLE" paragraph. Samples must be full cases with labels unless specified otherwise. The school district is the sole judge of quality, taste consideration, texture, shrinkage, color and students' acceptability. <u>Price</u> will be a determining factor, if quality is judged to be at parity. Broken packages, dented cans, and damaged merchandise will <u>not</u> be accepted. The latest pack is to be provided unless approved otherwise by the coordinator. No change for the containers, packing, drayage or other purpose will be allowed over and above the price bid in this proposal except as hereinafter provided.

8. <u>SUBSTITUTION</u>: Substitutions of items originally agreed upon will not be accepted without prior authorization from the Food Services Director and price approval from the Director of Purchasing and Supply. All items delivered shall comply with the U.S. Pure Food and Drug Acts, State Laws,

and City of Oakland ordinances.

- NORMAL OPERATING PERIODS: Regular schools open from August 27, 2012 through June 13, 2013. Regular weeks are Monday through Friday, except for legal or school holidays. The district is also involved in a summer food services program. Therefore, it will be necessary for the contractor to make deliveries to a limited number of school sites year-round.
- 10. COORDINATION: The coordinator for this contract is:

Robert Law Administrative Supervisor, Food Services 900 High Street Oakland, CA 94601 Phone: (510) 434-2253

- 11. <u>CLARIFICATION</u>: If clarification is needed for the products in this bid, the coordinator should be contacted.
- 12. <u>REPORTS</u>: The successful bidder is to provide to the coordinator when requested:
 - (a) On a WEEKLY basis, throughout the contract, a report listing usage figures for each item on the contract.
 - (b) On a MONTHLY basis, throughout the contract, a report listing usage figure for each item on the contract by each school.
 - (c) Annual usage figures for each item on the contract.
- 13. <u>ADDITIONAL ITEMS</u>: The district reserves the option to add and delete items with approval from the Director of Nutrition Services Department. The markup for new products added is to be similar to related items and manufacturer.
- 14. The successful contractor shall provide a local telephone number or an <u>800 number</u> for the district to use, or accept collect calls from authorized district personnel.
- 15. <u>DELIVERIES</u>: Items covered by this proposal shall be delivered to school cafeterias in the Oakland Unified School District as shown on the back pages during the contract period. The district reserves the option to make additions and deletions to the delivery sites.
- 16. FREQUENCY OF DELIVERIES ARE TO BE AS FOLLOWS: Successful vendor is to establish a delivery schedule to be approved by the Food Services Director. Deliveries may be made Monday through Friday, except for legal holidays, during the following hours: 7:00 a.m. to 1:30 P.M. One copy of the packing slip is to be left with the cafeteria managers at each site of delivery. Deliveries will be required for some schools that remain opened year-round and during summer recess. Vendors must leave phone numbers and contact persons for the Director of Nutrition Services as well as cafeteria's managers in event of emergency (contingency) deliveries as needed by the site concerned.

17. <u>INVOICING</u>: After products have been delivered, invoices in duplicate shall be sent to:

Oakland Unified School District Accounts Payable, Room 115-C 1025 Second Avenue Oakland, CA 94606

Invoices must show the delivery date, purchase orders and be submitted for each delivery to each destination. Invoices and order forms are to show OPS (Oakland Public Schools) item number. A separate computer code number for each item or another identification method acceptable to the district may also be used prior to authorization by the Director of Nutrition Services and the Contract Manager. Invoices are to show the contract rate and extension for each item furnished with a subtotal for each destination and grand total for all destinations. The District may require delivery for a school site be delivered to an alternate school site determined by the District. When this occurs, the vendor will provide a separate invoice charging the account for the site placing order. This will prevent receiving site from being charged. Items determined as for catering by the Food Services Director are to be invoiced separately.

- 18. <u>Fuel Surcharges</u>: Delivery fuel surcharges must be clearly stated in the bid and any increase shall be negotiated with Director Nutrition Services.
- 19. PRICE REVISION: Original prices quoted are to be firm for the first four (4) months of the twelve (12) months contract period. Price increases must be supported with verifiable documentation for the items involved. Revisions are to be effective with the first day of each four (4) month firm period during the 2008-2009 academic years.
- 20. SERVICE: It is essential that the high standards requested by the Oakland Unified School District in regard to this contract be maintained. If, in the opinion of the district, performance by the contractor is not acceptable, written notice will be given to the contractor. The contractor shall correct the problem within ten (10) working days following receipt of said notice to do so. The district will again evaluate results of performance and corrections of the contractor's service. Failure of the contractor to correct such problems specified in writing shall be deemed cause for cancellation of the contract. Written notice will be given the contractor thirty (30) days prior to the effective cancellation date.
- 21. <u>INSURANCE</u>: The successful bidder shall maintain insurance adequate to protect the district from claims for damages for bodily injury, including death, the damage to property, which may arise from operations under the contract and/or product liability. The successful bidder shall be required to file with the district endorsements and certificate of proof of such insurance. Failure to furnish such evidence may be considered default of the contractor. Performance under this contract shall not commence until such proof has been filed with the Purchasing Department. The vendor may file his insurance policies on a yearly basis subject to all of the conditions contained herein.
- 22.

 INSURANCE ENDORSEMENTS: THE FOLLOWING MUST BE INCLUDED ON A SEPARATE

 ENDORSEMENT, FOR EACH OF THE COMPANIES THAT PROVIDE COVERAGE:

- A. Policies are to provide for 30-day written Notice of Cancellation to the Oakland Unified School District.
- B. The Oakland Unified School District, its board, officers, agents, and employees are to be named additional insured with respect to any liability arising out of performance of said contract.
- C. Said policy shall operate as primary and no other insurance affected by the district will be called upon to cover a loss incurred by said policy or policies.

The successful bidder shall be required to file with the district certificates and endorsements of such insurance coverage for at least our minimum amounts during the life of any resultant contract.

Bodily Injury......\$250,000.00 for injury to any one person \$1,000,000.00 for any one accident

Property Damage\$100,000.00 for any one accident

23. <u>CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT</u>: While engaged in carrying out and complying with the terms and conditions of the contract, the contractor is an independent contractor and not an officer, employee, or agent of the Oakland Unified School District.

<u>FEDERAL REGULATIONS</u>: Federal regulations require that the following provisions be included in all contracts with companies supplying food, supplies, and/or equipment to the Food Services Department:

For all contracts in excess of \$2,500.00 contractors employing mechanics or laborers shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department Labor Regulations (29 CFB, Part 5).

For all negotiated contracts in excess of \$10,000.00, the USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.

Contractors or subcontractor receiving an award in excess of \$100,000.00 shall agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The district reserves the option to cancel all or part of the contract if funding is not available.

24. <u>ANTI-KICKBACK AND FRAUD</u>: Under Federal Pub. L. 99-634, Section 51 to 58 of the "Anti-Kickback Act of 1986", which is an amendment of 1946 Act, "the practice of subcontractors of paying fees or kickbacks, or of granting gifts or gratuities or employees of cost-plus-a-fixed-fee or cost-reimbursable prime contractors, for the purpose of securing the award of contract " is illegal and the district will not condone any of such practices.

"The Act, H.R. 4783 will increase criminal penalties from a maximum two-year prison term and a \$10,000 fine to a 10-year prison term and \$250,000 fine (\$1,000,000 for business entities)".

The State of California 1990 Public Contract-Disciplinary Procedure S.B. No. 2290 otherwise known as KOPP and SEYMOUR Acts, Section 7115, prohibits fraud and collusion in an attempt to fix prices and kickback

25. The Oakland Unified School District plans menus based on USDA food based Meal Patterns outlined in the Healthy Hunger Free Kids Act (HHFK) of 2010. If bidder is bidding a product not specified or an "or equal" item, bidder must submit a complete nutrient analysis, list of ingredients, Child Nutrition (CN) label or equivalent documenting the contribution to the meal pattern, and sample of that product before we can consider that product. All items must be TRANS FAT FREE with no partially hydrogenated oils listed in ingredient label. All items must be HIGH FRUCTOSE CORN SYRUP FREE. The following nutrients in the units specified must be included in the nutrient analysis:

Calories	(calories)	Vitamin A	(RE)
Protein	(grams)	Vitamin C	(milligrams)
Carbohydrates	(grams)	Thiamine	(milligrams)
Dietary Fiber	(grams)	Calcium	(milligrams)
Total Fat	(grams)	Iron	(milligrams)
Saturated Fat	(grams)	Sodium	(milligrams)
Trans Fats	(grams)	Cholesterol	(milligrams)

- 26. <u>PIGGY BACK:</u> Other schools and/or Community College Districts within the State of California may request the identical item(s) at the same price and upon the same terms and conditions, pursuant to sections 9642 and 81642 of the California State Education Code. Districts using this bid waive their right to have such other Districts draw their warrants in favor of the Oakland Unified School District as provided in the said code section.
- 27. FINGERPRINTING AND CRIMINAL RECORDS CHECKS OF CONTRACTOR'S DELIVERY DRIVERS: Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of Criminal background investigations of its employees that will come in contact with school pupils. Contractor shall not permit any employees to have any contract with District pupils until such time as contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code Section 45125.1. Contractor's responsibility shall extend to all employee, subcontractors, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contracts. Verification of compliance with the section shall be provided in writing to the District, prior to each individual's commencements of employment or participation in the project and prior to permitting contract with pupils.
- 28. <u>DISBARMENT:</u> A Disbarment and Lobbyist Certification forms <u>must be filled out</u> and returned with your bid. Vendors removed or expelled from doing business with the State of California agencies or Federal Government need not participate.
- 29. <u>Deliveries</u> of products must be made in refrigerated trucks. Products requiring refrigeration must be placed in the refrigerated storage in the school kitchen. Products must be maintained between 33 40 degrees Fahrenheit in storage, and shall not exceed 40 degrees Fahrenheit (4.4 degrees Celsius) at the time of delivery.

It is und	derstood	that the	bidder h	as fully	read	and	understa	ands t	he ter	ms a	nd crit	eria	gover	ning
the tran	saction a	nd agree	s to abid	de by th	nem.	Bidde	ers are r	equire	d to a	ttest	to the	fact	that	they
have rea	ad this bid	d in all it's	s entiret	y by sig	ning b	elow								

Signature of Vendor's Representative	Date	

OAKLAND UNIFIED SCHOOL DISTRICT Delivery Sites 2012-2013

HIGH SCHOOLS

Castlemont	8601 Macarthur Blvd
Fremont	4610 Foothill Blvd
McClymonds	2607 Myrtle St
Oakland	1023 MacArthur Blvd
Oakland Technical	4351 Broadway
Skyline	12250 Skyline Blvd

MIDDLE/JUNIOR HIGH SCHOOLS

Edna Brewer	3748 13 th Ave
Oakland International HS	4521 Webster St
Claremont Middle	5750 College Ave
Elmhurst Middle	1800 98 th Ave
Frick	2845 64 th Ave
Bret Harte	3700 Coolidge Ave
Coliseum College Prep	1390 66 th Ave
King Estates	8251 Fontaine St
West Oakland Middle	991 14 th St
Madison Middle	400 Capistrano Dr
Montera	5555 Ascot Dr
Roosevelt	1926 19 th Ave
United For Success	2101 35 th Ave
Westlake	2629 Harrison St

ELEMENTARY SCHOOLS

Bella Vista Franklin Garfield Highland Jefferson La Escuelita Lincoln Manzanita Prescott	1025 E 28 th St 915 Foothill Blvd 1640 22 nd Ave 8521 A Street 2035 40 th Ave 1050 2 nd Ave. 225 11 th Ave 2409 E 27 th St 920 Campbell St
Stonehurst Acorn Woodland	10315 E St 1025 81 st Ave

Frozen Foods

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900 High Street, Oakland, California 94601

QUOTATION MADE BY:

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Bid No. <u>12-13-01</u> Page <u>1</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	BRANDS: The brands specified are currently used by the School District. When a brand is specified, bidder MUST submit a bid for and "or equal" product as an alternative bid by attaching an itemized detailed letter. PACKAGING: If packaging is different than specified, state packaging offered. NOTE: All estimated quantities are annual usage.					
	CHEESE AND EGGS: EGGS, frozen and pasteurized: scrambled egg mix with seasonings; packed in 5 lb. Pure Pak carton, 6 cartons per case; "Cargill kitchen solutions" or equal	583	Case			
	State Alternative Packaging Offered:					
2	CHEESE, sliced American processed, 1/2 ounce sliced,4/ 5 lb. loaf, 160 slices per loaf. "Schreiber Foods" (Item #28128) or equal	500	case			
5	CHEESE, cheddar mild shredded, Feather 5 lb./bags, 4 per case; "CASA Sol" or equal Item #2927C4 State Alternative Packaging Offered:	1200 xxxxxx	case.			
5	CHEESE, Mozzarella String, 1 oz. individually wrapped, 192 /case, "Arezzio" or equal	1000	Case			
	State Alternative Packaging Offered:	XXXXXX	XXXX			

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Bid No. <u>12-13-01</u> Page <u>2</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
8	CHEESE CHEDDAR MILD SLICED, .5 oz. slices 8/1.5 lb. per case.	50	case			
9	Cheese Parmesan, Shredded 51b. container, "Arezzio" or equal	70	each			
11	CHEESE, Monterey Jack, Shredded Feather cut. 4/5 lb. per case. "casasol" or equal.	700	case			-
12	CHEESE, Mozzarella /provolone 70/30 blend. 6/5 lb. per case. "Sorento" or equal	500	case			-
13	Cream Cheese Pouch 100/1 oz per case. "Philadelphia" brand or equal.	1000	case			
L 4	BREAKFAST ITEMS: FRENCH TOAST, Whole Grain Cinnamon frozen prepared "Krusteaz" or equal.	1000	Case.			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
L6	PANCAKES, Frozen Minis, 72/2.82oz.per case. "Eggo" or equal. Maple Blueberry	120 400	Cs.			
	State Alternative Packaging Offered:					
18	WAFFLE, Whole Grain, heat and serve, 1 2 waffle to provide two serving bread alternate State Alternative Packaging Offered:	700 xxxxx	Case			

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Bid No. <u>12-13-01</u> Page <u>3</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
19	BURRITO, Breakfast Egg and cheese. 24 4.5oz. per case. "Ruiz" or equal	1700	Case			
22	Omelet Egg w/ Cheese Pre Cooked. 72/3.5 oz. Per case "Sysco Clasic" or equal, omelet to provide 2 meat alternates	175	Case			
25	Turkey Patty Breakfast 1.6oz/10 lb. per case "Rose Packing Co." or equal.	1600	Case			
26	Turkey, Skinless Link Cooked, Breakfast .8oz/ 10 lb. per case "Rose Packing Co." or equal.	1300 xxxxx	Case			
27	BREAKFAST PATTY, Vegeterian sausage. 104/ 1.44 oz. per case. "Morning Star" or equal.	400 xxxxxx	Case			
29	FISH POLLOCK STICKS Lime Alaskan 1.0oz. stick 10 lb case. "Spirted Foods" #SF01012 or equal.	1200 xxxxx	Case			
30	Pollock Oven Ready, Breaded 3-4 oz. 4/ 2.5lb. case. "Mrs. Fridays" or equal.	475	Case			
31	Pollock Nugget, Breaded Fish/Star 1 oz. 10lb. per case.	200	Case			

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Bid No. <u>12-13-01</u> Page <u>4</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
33						
33	CORN DOGS on a stick, individual wrapped 4 oz. portion; must contain 2	14000	Case			
	oz. chicken frankfurter and 2 oz. enriched cornmeal batter; packed 72 per	XXXXXXX	xxxx			
case. "Foster Farms" or equal.	XXXXXX	XXXX				
34						
	CORN DOG, Chicken Low Fat W/ whole grain breading. 72/ 4oz. per case.	700	Case			
	"Foster Farms" or equal.	XXXXXX	XXXX		-	
36	SAUSAGE, hot link; with spices, cured					
	and fully cooked. Standard, 6" length, 6 per pound, packed in 10 lb. cases,	425	Case			
	individually cut - no strings attached; "Miller's" or ever good	XXXXXXX	XXXX			
39						
	FRANKFURTERS, All Beef,	1075	Case.			
	6.5" length, 8 per pound; "Fork in the Road" or equal 2/5 lb. per case					
	State Alternative Packaging Offered:	XXXXXXX	XXXX			
10	LUNCHMEATC	XXXXXX	XXXX			
10	LUNCH MEATS HAM, turkey, .5 oz. slices "Butterball " or					
	equal 1/12 lb Per case	100	Case			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
		xxxxxx	xxxx			
41	TURKEY breast oven roasted sliced, 1 oz. round slices. "Foster Farm 6807" or	550w	Case			
	equal 6/2.5 Ib per case.	xxxxxx	xxxx			

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Bid No. <u>12-13-01</u> Page <u>5</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE	EXTENSION
		xxxxxx	xxxx			
12	BOLOGNA, turkey, .5 oz. slices; "Foster Farms" or equal	175	Case			-
	State Alternative Packaging Offered:					
43	HAM, buffet, pre-sliced, cooked, Low Sodium, nitrate, sulfate free. "Hormel" or equal.	100	Case.			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
		xxxxx	xxxx			
	MEXICAN FOOD					
44	BURRITO					
	State Alternative Packaging Offered:	1500	Case			
		XXXXXX	XXXX			
		xxxxxx	xxxx			
45	TACO CHICKEN FILLING, pre-cooked, ready to heat, "McCarty" or equal. 2/ 6 lb. containers per case	2375	Case.			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
		xxxxxx	xxx			
46	ENCHILADA, Chicken, 60/3oz. per case. "Casa Sol" or equal.	385	Case			
		xxxxxx				
47	TORTILLAS, flour, fresh pressed, 6", 24/12 count per case, "Mi Rancho" or equal	650	Case			
	State Alternative Packaging Offered:	xxxxxx	XXXX			

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Bid No. <u>12-13-01</u> Page <u>6</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
48	TORTILLAS, Whole Grain Flour, fresh pressed, 10", 12/12 count per case, "Mi Rancho" or equal.	275	Case			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
19	TORTILLAS, Whole Grain, Corn Yellow, 6", 12/5 doz. per case, "Mi Rancho" or equal	200	Case			
	State Alternative Packaging Offered:	XXXXXX	XXXX			
50	Burrito Bean & Cheese. Whole Grain Individual wrapped. No Processed Cheeses, must meet 2 meat/meat altermate and 2 breads .	2000	Case			
51	Miscellaneous Items POCKET SANDWICH, taco, 5.5 oz portion, individually wrapped, 60 per case, shall provide 2 oz. meat/meat alternate and 1/4 cup vegetables, "Bell Tasty" or equal State Alternative Packaging Offered:	500 xxxxxx	Case			
	State Attendance Factoring Officed.	XXXXXX	XXXX			
53	SANDWICH, grilled American cheese whole wheat, 50/3.9 oz. per case, "LDL #C13300" or equal	120	Case			
54	POCKET PIZZA/W Turkey precooked, Individually wrapped. 60/ 5oz. per case. "Bell Tasty' or equal.	900	Case			
55	POCKET PIZZA/W Turkey precooked, bulk. 60/ 5oz. per case."Bell Tasty" or equal.	120	Case			

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Bid No. <u>12-13-01</u> Page <u>7</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
56	Juice & juice Bar					
	ICE TREATS, frozen, 3.1 oz. per portion, Tetrapack, 72 per case. Must contain 13 oz. fruit juice to equal 3/8 cup fruit requirement. To be available in a variety of flavors including: lemon, cherry,	1000	Case			
	Pink Lemonade Green Apple, Blue Raspberry "Minute Maid Original"	3000	Case			
	State Flavors Available:	xxxxxx	xxxx			
		xxxxxx	XXXX			
59	RAVIOLI Beef square 2/5lb. per case "Arezzio" or equal	500	Case			
61	Meat Loaf precooked 76/ 315oz. per case."Advance Pierre" or equal.	440	Case			
62	SOUP, Concentrate 3/4# per case					
	Chicken Noodle, Old Fashion	180	Case			-
	New England Clam Chowder: "Campbells" or equal State Alternate packaging Offered:	100	Case			
64	TACO , Chalupa Beef& Cheese. Individually wrapped. 48/3.1 oz. per case. "LDL" or equal.	500	Case			
CF	TAQUITO, Chicken 140/1.74oz. per	XXXXXX				
65	case."Jose Ole" or equal	1050	Case			
		XXXXXX	XXXX			

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Bid No. <u>12-13-01</u> Page <u>8</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE	EXTENSION
66	MARGARINE, solid all vegetable, 30/1# per case Distributors Choice	125	Case			
68	CHEESE PIZZA, Individually wrapped mozzarella cheese. 72 servings per case, CN label required. "Tony"s Galaxy" or equal. (Whole Wheat or Whole Grain products preferred.)	3,000 xxxxx	Case			
	State Alternative Packaging Offered:					
69	STEAK Beef sliced, steak-eze 45/4.3 oz. per case. "Heartland" or equal.	250	Case			
70	PEPPERONI PIZZA,					
	Mozzarella, Individually wrapped 72 serving per case, "Ardellas" or equal. Whole Grain State Alternative Packaging Offered:	4000 xxxxxx	Case xxxx xxxx			
71	POULTRY CHICKEN, Breast, Popcorn breaded. 2/5 lb. per case. "Tyson" or equal. Whole Grain or Whole Wheat product preferred.	5000	Case			
72	CHICKEN Tender, breaded boneless,and skinless strips. 1/10 lb. per case."Tyson" or equal. Whole Wheat or whole grain products preferred.	850 xxxxxx	Case			

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Bid No. <u>12-13-01</u> Page <u>9</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
75	CHICKEN Drumstick, Breaded Fully cooked, 67/4.25 oz. per case."Tyson" or equal. Whole Wheat or whole grain product preferred.	2400	Case			
76	CHICKEN NUGGETS, breaded and pre- cooked, CN label required, "Pierce" #110201 or equal 250 .66 oz per case. Whole Wheat or Whole Grain product preferred. State Alternative Packaging Offered:	700 xxxxxx xxxxxx xxxxxx	Case xxxx xxxx xxxx			
77	TURKEY, ground, 90% lean, 20 lb. package, 2/10 lb. per case. "Foster Farms" or equal. State Alternative Packaging Offered:	400 xxxxxx xxxxxx	Case xxxx xxxx			
79	CHICKEN THIGH STRIP, fajita grilled,low sodium, unbreaded, pre-cooked, 2/5 lb. per case. "Tysonl" or equal State Alternative Packaging Offered:	4750 xxxxx	Case			
80	Chicken Patty, Spicy Buffalo 75/3 oz per case "Pierre", or equal	500	Case			
81	Chicken Drumstick, BBQ Jumbo 2/51b. Bag per case "Tyson" or equal	2750	Case			

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Bid No. <u>12-13-01</u> Page <u>10</u>

TEM NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
32	PRE-COOKED MEATS Products to be made from 100% lean domestic skeletal beef. Must not contain partially defatted beef tissue, or lean finely textured beef. USDA guarantee required on every carton. All products must be prepared under USDA supervision and conform to all rules and regulations set by the USDA.					
	BEEF PATTIE, Must meet 2 meat/meat alternates.	2000	Case			
	BEEF PATTIE, Must meet 1.5 meat/meat alternates.	2000	Case			
		XXXXXX XXXXXX	XXXX XXXX			
3	BEEF PATTIE, Pub Burger charbroiled, pre-cooked, 3.0 oz., 53 per case, CN label required. "Advance Pierre" #15-230 or equal.	5000	Case			
		xxxxxx	XXXX			
84	PEPPERONI, Natural 16 slices/oz. "Hormel" or equal.	50	Case			

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Bid No. <u>12-13-01</u> Page <u>11</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
84	ROLLS AND BAKERY PRODUCTS Individually Wrapped BAGELS, Whole Wheat, sliced, plain. 72/2.3oz. per case. "Tony Roberts" or equal. BAGEL, Whole Wheat, sliced, plain. Bulk 72/2.3oz. per case. "Tony Roberts" or equal.	1500	Case			
8 5	BISCUIT DOUGH, cinnamon raisin, 2.2 oz. portion, ready to bake, 120 per case. "Pillsbury #6251" or equal State Alternative Packaging Offered:	70 xxxxx	Case			
86	BREAD, FROZEN Whole Grain Wheat Pullman "Shannons" or equal.	420	Case			
87	BUNS, Whole Grain, Hamburger 4" 144/1.8oz. "Shannons" or equal. Hot Dog Whole Grain 192/1.8oz. per case. "Shannons" or equal.	3500 1200	Case. Case			
89	MUFFIN, English, plain, 2 oz. each, pre- sliced. 6/12 count per case. "Thomas" or equal State Alternative Packaging Offered:	8,000 xxxxxx	Case.			
91	MUFFIN, Banana, baked, 72/2.5 oz. per case. Individually wrapped, 1 portion to provide 2 servings bread, "Do-Bake #5481" or equal	150	Case			
93	CINNAMON ROLL, sweet potato, baked,	1400	Case			

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Bid No. <u>12-13-01</u> Page <u>12</u>

ITEM NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	wrapped, 60/2.75 oz. per case, individually wrapped. "Elegant Pastries #1211" or equal	xxxxxx	xxxx			
	State Alternative Packaging Offered:					
94	MUFFIN, Blueberry, 72/2.0 oz. per case, individually wrapped, 1 portion provides	1100	Case			ļ
	2 servings bread. "Daves" or equal State Alternative Packaging Offered:	XXXXXX	XXXX			
95	MUFFIN, Apple Cinnamon, 72/2.5 oz.					
	per case, individually wrapped, 1 portion provides 2 servings bread. "Do Bake #482" or equal	140	Case			
	State Alternative Packaging Offered:	XXXXXX	xxxx			
96	BISCUITS, baked, round, 3" Whole Grain. Natural Ingredients. Distributors choice	475	Case			
		XXXXXX	XXXX			
97	BISCUIT, baked round 2" Whole Grain. Natural Ingredients. Distributors choice.	600	Case			
		xxxxxx	xxxx			
98	Roll Hoagie Whole Wheat. 6 in. 108/ 3oz. per case. "Shannon's" or equal.	600	Case			
99	Roll, Dinner Whole Wheat, baked. 120/1.oz per case. "Elegant" or equal.	450	Case			
101	Roll Dinner Aloha 216/1 oz per case "Shannon's" or equal	125	Case			
102	Mini Bun, Whole wheat, Burger Baked. 216/1 oz per case "Shannon or Equal"	450	Case			

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Bid No. <u>12-13-01</u> Page <u>13</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
104	Muffin Blueberry Individually wrapped Baked 96/1.25 per case. Each portion shall provide one bread serving. "Do Bake or equal"	210	Case			
106	SCONES, Reduced Fat, whole Grain. 60 3.1oz. per case "FatCat" or equal. Peach Passion Fruit	100	Case			
	Cranberry Orange	100	Case			
	Orange Blast	100	Case			
	Lemon Drop	100	Case			
107	SCONES, Reduced Fat, whole Grain. 100 2.0oz. per case "FatCat" or equal. Peach Passion Fruit Cranberry Orange Orange Blast Lemon Drop	75 75 75 75	Case Case Case Case			
	ROLL, Dinner Whole Grain,Individually Wrapped 120/1 oz. per case, "Do Bake" or equal State Alternative Packaging Offered:	450 xxxxxx	Case			
	VEGETABLES					
108	BEANS, green, Grade A USDA-inspected, 1/30 lb. case. "Reliance" or equal	275	Case			
	State Alternative Packaging Offered:	xxxxxx	xxxx			
109	CARROTS, diced, Grade A USDA-inspected, 1/30 lb. case. "Reliance" or equal State Alternative Packaging Offered:	80	Case			

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Bid No. <u>12-13-01</u> Page <u>14</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
		XXXXXX	XXXX			
110	Chow Mein Noodles, Baked 8/3 1b bag per case. "Fortune" or equal.	135	Case			
 L11	Vegetable Blend, Stir Fry 6/4lb per case. Distributors choice	525	Case			
112	Vegetable Blend, California 1/30 lb per case Distributors Choice.	550	Case			
113	Vegetable Mix, 4 way 1/30 lb per case Distributors Choice	175	Case			
 114	CORN, whole Kernel, Grade A USDA-inspected, 1/30 lb., "Reliance" or equal State Alternative Packaging Offered:	710 xxxxx	Case			
115	CORN COBETTES, 3", 96 per case, NW Grade A. "Lamb Weston" or equal State Alternative Packaging Offered:	365 xxxxx	Case			
116	MUSTARD GREENS, Grade A USDA- inspected, 3 lb. package, 12 per case. "Reliance" or equal	70	Case			
117	State Alternative Packaging Offered: COLLARD GREENS, Chopped Grade A.12/3lb. per case.	50	Case			
118	PEAS, green, Northwest, Grade A USDA-inspected, 1/30 lb. case. "Reliance" or equal	50	Case			
		XXXXXX	XXXX			

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Bid No. <u>12-13-01</u> Page <u>15</u>

NO.	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
119	POTATOES, Spicy Fries,. Pricing from "McCain" #MCF05034,	600	Case			
121	POTATOES, Roasted Deli, 6/5 lb. per case. "McCain" MCF03927 or equal. State Alternative Packaging Offered:	1025 xxxxx	Case			
123	POTATOES, Ovation 3/8" straight cut. "McCain" #MCF03762 " or equal. State Alternative Packaging Offered:	350 xxxxxx	Case			
124	SWEET POTATO Bites, 6/2.5lb per case. "McCain" MCF05034 or equal	200	Case			
125	POTATOES, Spicy Fries, 6/4lb. per case. "McCain" MCF05030 or equal.	600	Case			
126	SANDWICH, Sub Marine, 50/4.2 oz. per case. "LDL" or equal. Whole wheat or Whole Grain Preferred.	1675 xxxxxx	Case			

Groceries

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Bid No. 1213-01

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NO.	ARTICLES REQUIRED	QUANTITY	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	BRANDS: The brands specified are currently used by the School District. When a brand is specified, bidder MUST submit a bid for and "or equal" product as an alternative bid by attaching an itemized detailed letter.					
	PACKAGING: If packaging is different than specified, state packaging offered.					
	NOTE: All estimated quantities are annual usage.					
1.	Handling fee for storage and delivery of frozen and refrigerated USDA commodity products. This is to cover only whole items as butter, cheese, etc., when made available from commodity distributors.					
	This fee is not to be charged for products made with manufacturer's regular ingredients supplemented with some USDA commodity ingredients.					
	FRUITS, JUICES, AND VEGETABLES	1,000	Case			
2.	APPLESAUCE, Natural 72/ 4oz. per case, "Treetop" or equal	450	Case			
	State Alternative Packaging Offered:	XXXXXXXX	XXXX			
3.	PEACHES, diced in natural juice, uniformly diced,	375	Case			
	#10 cans, 6 cans per case. Domestic Preferred.				1	-
	State Alternative Packaging Offered:	XXXXXXX	XXXX		167	-
4.	PEACHES, sliced, packed in natural juice, #10 can, choice grade, yellow cling, count 85 to 100, 6 cans/case. Domestic Preferred	325	Case			
	State Alternative Packaging Offered:	XXXXXXX	XXXX			
5.	PEARS, diced in natural juice, choice grade, #10 can, 6 cans/case. Domestic Preferred	100	Case			

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Bid No. <u>1213-01</u>

Page 2

NO.	ARTICLES REQUIRED	QUANTITY	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	State Alternative Packaging Offered:	xxxxxx	XXXX			
6.	PINEAPPLE, tidbits, natural juice, #10 can, choice grade, 6 cans/case	500	Case			
	State Alternative Packaging Offered:	XXXXXX	XXXX			
7.	ORANGE, Mandarin Segments in Natural juice 6/#10 cans per case. Distributors choice.	200	Case			
8.	BEANS, Refried Vegetarian, 6 #10 cans per case "Rosarita" or equal	250	Case			
	State Alternate Packaging Offered:	xxxxxx	XXXX			
9.	BEANS, chili pinto Mexican , #10 cans, 6 cans/case. State Alternative Packaging Offered:	1200	Case			
		XXXXXX	xxxx			
10.	BEANS, Black, #10 can, 6 cans/case. Distributors choice.	100	Case			
11.	BEETS, shoestring, Grade 1, #10 can, 6 cans/case Distributors Choice. State Alternative Packaging Offered:	50	Case			
	State Alternative Facilitying Official.	Xxxxxx	xxxx			-
12.	BEANS, baked oven premium, 6/#10 cans per case. Distributors Choice	375	Case			
	Stat Alternate Packaging Offered:	xxxxxx	xxxx			

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900 High Street, Oakland, California 94601

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Bid No. 1213-01

_ Page _3_

NO.	ARTICLES REQUIRED	QUANTITY	UNIT	BRAND OR TRADE NUMBER	PRICE	EXTENSION
13.	PEPPERS, Jalapeno Nacho Slices, thick, #10 cans, 6 cans/case. Distributors Choice State Alternative Packaging Offered:	175 Xxxxx	Case			
14.	Raisin, Seedless 144/1.5 oz per case. Distributors Choice	150	Case			
15.	Fruit Cocktail, Natural Juice 6/#10 cans per case Distributor's Choice	450	Case			

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Page 4

Bid No. <u>1213-01</u>

CHIPS, COOKIES, CRACKERS, AND SNACK ITEMS					
CHIPS,BAKED: Variety small bags in various sizes listed; "Frito-Lay" Brand or equal.		Case			
CHEESE CRUNCH, 64/1.5 oz.	500	Case			
CHEESE CRUNCHY, Regular 104/.875 oz.	100	Case			
CHEESE CRUNCHY, FLAMIN HOT, 64/2.0 oz.	2200	Case			
SNACK MIX CHEX CHEDDAR 104/1.25oz.	1650	Case			
SNACK MIX FLAMIN HOT 60/2oz. POTATO CHIP, Regular, 64/1.125 oz.	450 500	Case		-	
POTATO CHIPS, Regular, 64/1.123 02. POTATO CHIPS, Sour Cream and Onion ,		Case			
60/1.125 oz. Low Salt	335	Case			
POTATO CHIPS, BBQ,LSS 64/1.5 oz.	125				
TORTILLA CHIPS, nacho cheese, 64/1.375 oz.	450	Case			
POTATO CHIP, Cheddar,Sour Cream 60/1.125 oz.	535	Case			
00,1.125 02.		Case			
TORTILLA CHIPS, Spicy Sweet Chili, reduced fat. 72/1.0 oz. Low salt	800	Case			
CHIP MULTIGRAIN, Original, 104/1.0oz.	50	Case			
CHIP MULTIGRAIN, Garden Salsa. 64/1.5oz.	65		ļ		
State Alternate Packaging Offered:					
	L				L

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						Bid No. <u>1213-01</u>
_ Page	<u>5</u>		I	1	1	I
19.	CHIPS, TORTILLA, No Salt, 1.5 oz. individual bags, 120 bags/case. "Warnock" or equal State Alternative Packaging Offered:	900 Xxxxx	Case			
20.	CHIPS, TORTILLA, 12 lb. bulk pack, No Salt, Nachos, "Warnock" or equal State Alternative Packaging Offered:	500 Xxxx	Case			
21.	CHIPS, PITA, Multigrain "Kangaroo Brand" or equal. Multigrain 100 Calorie 100 /1 oz. Sea Salt 100 Calorie 100/ 1oz. Sea Salt Mutigrain 70/1.25oz. Zesty Chdr 100 calorie 100/ .9oz. CHIP CORN FUSION, Chili Lime 70/1.25oz.	1275 300 380 300 435	Case Case Case Case			
	State Alternative Packaging Offered:					
22.	CRACKERS, SALTINES, packed 2 crackers to packet, 500 packets/case. "Sunshine # 13055" or equal State Alternative Packaging Offered:	50 xxxxxx	Case			
23.	GRAHAM CRACKERS, high fiber, square, 3 per package, 150 package per case. "Keebler #38299" or equal State Alternative Packaging Offered:	2700 xxxxxx	Case xxxx			

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900 High Street, Oakland, California 94601

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Page	6				Bid No. <u>1213-0</u>
	CRACKER, Jungle Whole Grain 51%. 200 .9oz per case. "Mrs. Good" or equal.	280	Case	 	
24.	CRACKERS, Graham,			 	
	Scooby Cinnamon Stk. 210/1oz. per case.	550			
	Cinnamon Mini Gripz. 150/1oz. per case.	750			
	"Keebler" or equal.	5500		 	
25.	Goldfish Cracker,			 	
	Cheese 300/ .75 oz per case	200	Case	 	
	Pretzel 300/ .75 oz per case	200	Case	 	
	Whole Grain 300/ .75oz. per case	250	Case	 	
	"Pepperidge Farm" or equal				
26.	CRACKER, Graham, Cinnamon Belly Bear. 200/1oz. per case. "Mrs. Good" or equal.	1300	Case		
29.	CRACKER, Graham Apple Cinnamon Bear. 300/.9oz. per case. "MJM" or equal.	225	case	 	
30.	CRACKER, Baked Natural Simply Cheeder. 72/1oz. per case. "Pepperidge Farm" or equal.	1400	Case		
31.	CRACKER, Cheezits Scrabble Jr. 175/.75oz. per case. "Sunshine" or equal.	1200	Case	 	
		xxxxxx	xxxx		

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900 High Street, Oakland, California 94601

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_Page	9 <u>7</u>			Bid No. <u>1213-01</u>
35	POTATOES, Mashed Potato, "Idahoan " or equal. NO HFCS and NO Hydrogenated Oils. State Alternative Packaging Offered:	320	Case	
36	RICE MIX FLAVORED "Uncle Bens" or equal Roasted Chicken Infused 2/5lb. Red Bean 6/25oz. per case Spanish Rice (no msg) 6/36oz. per case Cheese Infused	50 200 475 75	Case Case Case Case	
37	RICE, Brown Whole Grain 1/ 25lb. bag. "Uncle Ben" or equal.	400 xxxxxx	Bags xxxx	
38	SPICES & HERBS CHILI POWDER, ground, 20 oz. State Alternative Packaging Offered:	50 xxxxxx	each	
39	GARLIC POWDER, 19 oz. State Alternative Packaging Offered:	140 xxxxxx	each xxxx	
40	PEPPER, black, ground, pure, 18 oz. State Alternative Packaging Offered:	100 xxxxxx	each	
42	CORN, Whole Kernel Vac Pak 6/75oz. per case. Distributors choice.	1000 xxxxx	each	
43	TACO SEASONING MIX, 6/9 oz. containers per case. "Lawry's #80110" or equal	55	Case Case	

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_ Page	<u>8</u>				Bid No. <u>1213-01</u>
	State Alternative Packaging Offered:			 	
44	ITALIAN PASTAS-RICE PASTA, Elbow Macaroni, Whole Grain, 2/10lb. per case. "Barilla" or equal.	500 xxxxxx	Case	 	
46	PASTA, Spaghetti Whole Grain. 2/10 lb. per case. "Barilla" or equal.	225	Case	 	
47	PASTA, Penne Rigate 2/10 lb. per case. Whole grain . "Barilla" or equal.	250	Case	 	
48	RICE, Brown Long Grain, 25 lb. bag. "Uncle Bens" or equal. State Alternate Packaging Offered:	400	Bags.	 	
49	Miscellaneous Cranberry Dried, Bulk 2/ 48oz. per case. "Ocean spray" or equal.	200	Case	 	
51	SUGAR Substitute, 2000 packets per case."Equal","Splenda" or equal.	10 xxxxx	Case xxxx	 	
53	SUGAR PACKETS, 1/8 oz. each, 3,000 packets/case State Alternative Packaging Offered:	20 xxxxx	Case		
55	BEVERAGES COFFEE, universal grind, 2.5 lb. can, 8 cans/case or 2 lb. can, 6 cans/case	50	Case	 	

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Page	9_				Bid No. <u>1213-0</u>
	State Alternative Packaging Offered:	xxxxxx	xxxx	 	
56	COFFEE, high yield, decaffeinated, 9 oz., 24/case	25	Case	 	
	State Alternative Packaging Offered:	XXXXXX	xxxx	 	
58	Emit Drink 34/10 For nor case "Vautson"			 	
	Fruit Drink 24/10.5oz. per case "Knutson" Spritzer or equal Black Cherry	100	Case	 	
	Jamaican Lemon	100	Case	 	
	Passion Orange	100	Case	 	
	Strawberry	100	Case	 	
	Tangerine	100	Case	 	
	JUICE, Sparkling, 24/8oz. per case.			 	
	Fruit Punch	300	Case	 	
	Kiwi Berry	350	Case	 	
	Strawberry Watermelon	450	Case	 	
9	JUICE Apple 100% 24/10oz. per case. Plastic			 	
	bottle "Martinellis" or equal.	200	Case	 	
		xxxxxx	xxxx	 	
0	JUICE 100% 24/10oz. per case plastic bottles. "Treetop" or equal				
	Orange Mango	100	Case	 	
	Kiwi Strawberry	250	Case	 	
	Orange	150	Case	 	
			Case		

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_ Page10							
61	SPRING WATER, Must be in plastic bottle glass is not acceptable. "Crystal Geyser, #75140-28500" or equal. 32/.5 liter per case 56/8oz. per case	450 2000	Case Case				
62	CEREAL, Individual Bowl Pack 96 bowls/case. Cheerio Mutigrain, Cinnamon Toast low sugar, Cheerio, Kix. "General Mills" or equal.	2200	Case Case				
63	CEREALS, individual bowl pack, 96 bowls/case. Rice Krispies, Corn Flakes, Low Sugar Fruit Loops, Cereal Smacks, Low Sugar Frosted Flakes, Raisin Bran, Oat Cruncheroo's. Crispix, Frosted mini wheat, Apple jacks, ("Kellogg's" or equal) CANNOT CONTAIN MORE THAN 6 gms. SUGAR PER SERVING.	3000	Case				
64	CEREAL, Hominy grits, 24 oz. Pkg., 12 packages/case. "Quaker Oaks" or equal State Alternative Packaging Offered:	50	Case				
65	CEREAL, rolled oat, quick cooking, 42 oz. Pkg., 12 packages/case. "Quaker Oats" or equal State Alternate Packaging Offered:	40	Case				
66	Condiments/Sauces (NO High Fructose Corn Syrup Added) KETCHUP, tomato, individual packet, 7 gm. 1,000 packets/case. Distributors Choice. State Alternative Packaging Offered:	1200 xxxxx	Case				
67	MAYONNAISE LITE, individual packets, 7/16		L		L		

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Bid No. 1213-01 _ Page __11_ oz. "Bestfoods" or equal, 200/case 1200 Case State Alternative Packaging Offered: XXXXXX XXXX 69 MUSTARD, pure, prepared, light yellow color, 275 Case individual packets. 1,000/case, 5.5 gm. **Distributors Choice** XXXXXX XXXX OIL, Olive Blend 6/1gal. per case. 71 California Derived Preferred. 50 Case 72 OIL, canola, 2/17.5 lb. containers/case 50 Case State Alternative Packaging Offered: XXXXXXX XXXX 73 PICKLES, chips, dill, 1/8" thick, 1 gallon container, 4 container/case 60 Case State Alternative Packaging Offered: XXXXXXX XXXX 74 RELISH, sweet, green chopped, 1 gallon wide mouth jar, 4 jars/case. "Kruger" or equal 50 Case State Alternative Packaging Offered: XXXXXXX XXXX 75 SAUCE, sweet and sour packets, individual 200 Case packets, 500/.50 oz. packets, "Oriental #5023" or equal 76 SAUCE, taco, individual packets, 9 gm., 500 packets/case. "Casa Sol" or equal 250 Case State Alternative Packaging Offered: XXXX XXXXXXX SAUCE, tartar, individual 9 gram packets,

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Bid No. 1213-01 _Page _12_ 200 packets/case. 60 Case State Alternative Packaging Offered: XXXXXX XXXX SALAD DRESSING, Italian, individual 1 oz. 78 packets, 200/case. Distributors Choice 1700 Case State Alternative Packaging Offered: XXXXXXX XXXX 79 SALAD DRESSING, 1000 Island, individual 1 100 Case oz. packets, 200/case. Distributors Choice XXXXXXX XXXX State Alternative Packaging Offered: 80 DRESSING, buttermilk ranch, individual 1300 Case 200/1 oz. package. Distributors choice. 81 SAUCE, Barbeque, original and hickory smoked flavor, fully prepared, 1 gallon containers, 4 containers/case. "Bullseye" or equal 150 Case State Alternative Packaging Offered: XXXXXX XXXX 83 Mayonnaise Dressing Lite, 4/1 gallon per 100 Case case **Distributors Choice** 84 Salsa Chuncky 4/1 gallon per case "Ortega" 150 Case or equal. 85 Relish Sweet Individual Portion 500/.9gm per 50 Case case Distributor's Choice

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Bid No. 1213-01 _Page _13_ 86 Soy Sauce individual portion 500/.5gm per 100 Case case "Lucky" or equal 88 SAUCE, soy, 1 gallon container, 4/ one gallon per case. "Lucky" or equal. 10 Case State Alternative Packaging Offered: XXXX XXXXXXX 89 BBQ SAUCE PACKET, 500/12 gm. packets per case. 150 Case State Alternative Packaging Offered: XXXXXXX XXXX 90 ENCHILADA SAUCE, 4/138 oz per case 260 Case "Casa Sol" or equal XXXXXXX XXXX State Alternative Packaging Offered: 91 TERIYAKI SAUCE, 4/1 gallon per case "Jade Mountain" or equal 20 Case State Alternative Packaging Offered: XXXXXXX XXXX 92 SYRUP, maple for pancakes and waffles, 4/1 gallon per case. Distributors choice. 25 Case 93 SYRUP, Table, Flavored, individual packets, 1150 Case 200/1 oz. per case, "Heinz" or equal. SAUCE, Pasta Italian 6/#10cans per case. 125 Case "Arezzio" or equal. 94 XXXX XXXXXX 95 GRAVY MIX, instant brown, 16 oz. pkg., 8 120 Case

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_ Page	_14_				Bid No. <u>1213-01</u>
	packages /case. "Trio" or equal.			 	
96	GRAVY MIX, instant chicken, 22.6oz. pkg., 8 packages /case. "Trio" or equal State Alternative Packaging Offered:	100 xxxxx	Case		
100	TUNA, light chunk in water, 6/43 oz. Pouches per case. "Chicken of the Sea" or equal	120	Case		
101	PIZZA Crust Whole Wheat 16in. 14/26oz. per case. "Piazza" or equal	1000 xxxxx	Case		
102	PIZZA Sauce 6/#10 cans per case. "Piazza" or equal.	300 xxxxxx	Case		
104	PAN COATING LIQUID, Vegelene, 6/16 oz. or equal.	80	Case		