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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Antwan, Wilson Superintendent
Hitesh Haria, Chief Operations Officer
Jennifer Le Barre, Executive Director of Nutrition Services

Board Meeting Date January 27, 2015

Subject Resolution No. 1516-0150 Request for Bid Award: Supper Meal Program Bid # 15-16/03

Action Requested Approval by the Board of Education of Resolution No. 1516-0150 – Award of Bid-Supper Meal Program Bid# 15-16/03 to Revolution Foods of Oakland, CA for the amount \$491,512.00 as the lowest, responsive, responsible bidder, for one year commencing on February 06, 2016 with two one year optional renewals upon further approval by the Board.

Background The Nutrition Services Department provides snack and suppers for After School Programs throughout the District. The District has an agreement with California Department of Education Nutrition Services Division to provide meals under the “Child Care Food Program”. These meals are provided outside of the school day during the After School Programs.

The Board approved the first supper program contract with Revolution Foods in 2012. In November 2015, the Board approved a 90-day contract with Revolution Foods to allow time to discuss any potential impacts with bargaining units. We met with such bargaining unit leadership on December 11, 2015 and provided a cost/feasibility analysis which reflected that our current central kitchens and facilities are at capacity and therefore unable to provide additional services to students as needed .

Discussion Nutrition Services Staff advertised the bid with Oakland Tribune and distributed the RFP via email and phone calling. Among the three (3) vendors contacted, one (1) of the



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

vendors responded by bringing their bid package and one (1) won the bid. Other vendors were not interested or could not meet the requirements. The District ensured that the Local/Small Local Resident Business Enterprise Participation Requirement (S/SL/SLRBE) was considered during the award process.

Recommendation

Approval by the Board of Education of Resolution No. 1516-00150 Award of Bid Supper Meal Program, Bid #15-16/03 to Revolution Foods of Oakland, CA for the amount \$491,512.00 as the lowest, responsive, responsible bidder, for one year commencing on February 06, 2016 with two one year optional renewals upon further approval by the Board.

Fiscal Impact

Funding Source Nutrition Services

Attachments

- Resolution No. 1516-00150
- Recap Sheet
- Bid Package

File ID Number	116 - 0192
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**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1516-00150**

SUPER MEAL PROGRAM

WHEREAS, The Superintendent of the Oakland Unified School District of Alameda County, heretofore authorized its Nutrition Services Department to advertise for sealed bids, **Bid No.15-16/03 for Supper Meal Program** to be delivered in designated elementary schools in Oakland Unified School District, in said District;

WHEREAS, The Nutrition Services Department of the District did on September 04, 2015 receive and opened bids in the response to said advertisement,

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

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the recommendation of staff, rejects all other bids, and does make award for Supper Meal Program to Revolution Foods of Oakland, CA in the amount of \$491,512.00 as the lowest, responsive, responsible bidder, for one year commencing on February 06, 2016 with two one year optional renewals upon further approval by the Board; and

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

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Director of Procurement and Distribution, is hereby authorized and directed to issue a Purchase Order to the above company, for said items, for the one year term of the bid award.

Passed by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

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 January 27, 2016 at Oakland, CA.

Antwan Wilson, Superintendent
Oakland Unified School District

OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 1516-0150, Request for Bids for:

**Supper Meal Program Bid # 15-16/03; Price quotes was sent to Three
(3) Vendors and One (1) Vendor responded as follows:**

Revolution Foods Inc. Oakland, CA 94621	<u>Award</u> \$491,512.00
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San Lorenzo Unified Schools San Lorenzo, CA 94580	<u>NO BID</u>
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Choice Lunch San Ramon, CA 94583	<u>NO BID</u>
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It is recommended that the award be made as indicated.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

900 High Street
Oakland, California 94601

REQUEST FOR BID PROPOPOSAL

SUPPER MEAL PROGRAM BID #15-16/03

K-12 SCHOOLS

Advertising Dates: August 19, 2015; August 26, 2015.

**OAKLAND UNIFIED SCHOOL DISTRICT
Procurement Department
900 High Street
Oakland, CA 94601-**

DATE : September 04, 2015
SUBJECT : Request for Pricing
FOR : **Supper Service Bid, K-12 Schools**

Bid Closing Date: September 04, 2015 Time: 2:00 p.m., Bid Opening September 04, 2015 2:15pm

Please bid your **lowest prices** for the items or services on the attached sheets. Before bidding, please read the Instructions, Conditions and Specifications, which are attached.

Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid **must** reach the Procurement Office at the address listed below by the time and date shown above.

If further information is desired call Robert Law at the Child Nutrition Services Dept. (510) 434-2253 or Glory Nkems at Procurement Dept. (510) 434-2248.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and process herein quoted. Bid is subject to cash discount of _____ % _____ days.

FIRM NAME: _____

SIGNED BY: _____

(Manual signature – unsigned bids will be rejected)

TITLE: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE.

This form is to be submitted with your bid.

Oakland Unified School District

INSTRUCTIONS AND CONDITIONS – BID NUMBER 15-16/03

1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

2. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawn once the specified time period has elapsed.

3. SUBSTITUTIONS

Certain specifications are set forth herein for the purpose of establishing standards, and are not intended to preclude any vendor from bidding who can substantially meet these specifications. Vendors may propose material equal to those specified herein, but each deviation from the specification must be clearly identified as such. On food and supply bids, a sample of the equal product must be provided by vendor at the time of bid submission. Suitability and valuation of "equals" rests in the sole discretion of the Board of Education or their designees. If a bidder does not indicate that he is proposing an item other than that which is unauthorized substitutions will be returned at the Vendor's expense. Whenever in these specifications, any material is indicated or specified by the proprietary name or patent or by the name of a manufacturer, such specifications shall be deemed to be used for the purposes of facilitating description of the items desired, and shall be deemed to be followed by words "or equal".

4. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax, as the District is exempt.

5. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

6. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. PATENTS, ETC.

The vendor shall hold the Oakland Unified School District, its officers; agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

8. FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Oakland Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board if requested.

9. BID SIGNATURES

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

10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase or lease the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

11. REQUIRED DELIVERY DATES (RDD)

Actual delivery of the supply item(s) shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the require time. **Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be non minimum quantities required in order for the District to place orders for needed items. **Bid all items OUSD.**

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

In 2008 the District instituted a local business policy, the Local/Small 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.

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).

13.PAYMENT

Prompt payment for supplies is requested after actual delivery of goods to the required destination as outlined in the **REQUIRED DELIVERY DATES (RDD)** conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

14.HOLD HARMLESS

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

15.AWARD OF BID

Award of this bid shall be made on "line item" basis to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The District also reserves the right to make no award of bid and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

16.PRICING – TERMS OF CONTRACT

Contract term is one year. Quoted prices must include all delivery charges and surtaxes. No extra charges will be allowed. Contract may be extended upon mutual consent of District and vendor for an additional two (2) years in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). **In no case shall a price increase be negotiated without being submitted 30 days in advance in writing.** In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

17.MULTI-YEAR EXTENSIONS

Subject to the provisions of **Paragraph 15** (above), and pursuant to Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for an additional two (2) year increment (total potential bid life of 36 months from Board of Education award).

**18.NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS
UPON NUMBER OF ORDERS**

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

19.PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Oakland Unified School District waives its right to require such other districts and officers to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____
(Please initial)

Piggyback option not granted _____

Exclusions:

20.DOMESTIC ORIGIN

Items of foreign origin must be so indicated, in accordance with the provisions of Chapter 226 of the 1933 Statutes of the State of California and California Public Contract Code Section 3410. Your signature to this document will be taken as your certification that all manufactured articles, processed foods, produces, materials and supplies not so indicated have been made, grown or produce in the United States or its' insular possessions from articles, materials or supplies mined, grown, produced or manufactured as the case may be, in those areas.

Specifications and/or bid sheets are attached

SPECIFICATIONS

I. **INSURANCE REQUIREMENTS:** The bidder shall have in effect at all times while performing services for the DISTRICT the following types of insurance with insurers satisfactory to the DISTRICT:

- a. "All Risk" property damage insurance covering property of the DISTRICT while in the care, custody or control of vendor, including while in transit, written with sufficient limits to insure that a; property owned, leased or in the custody of vendor will be fully insured in the event of loss.
- b. Workers Compensation insurance for statutory limits, and Employers Liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- c. Completed Operations liability insurance with minimum amounts of \$1,000,000.00 per occurrence and in the aggregate annually.
- d. Automobile liability insurance with minimum limits of \$1,000,000.00 per occurrence.
- e. As respects all insurance noted in sub-paragraphs c. and d. above, the DISTRICT shall be named as additional insured under such policies. Vendor shall provide DISTRICT with Certificates of Insurance for all categories of insurance as noted in sub-paragraphs a through d.

2. Assignment of Contract: The vendor shall not assign in whole or any part or any payment due or to become due hereunder without the consent of the Oakland Unified School District in writing.

3. Financial Responsibility: Upon request from the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence of his financial responsibility and resources. The District may also request the names of three (3) references with whom similar transactions were made during the previous year.

4. Bidder contact: During this time of selection of vendors, all vendors and/or vendor representatives shall direct inquiries regarding this bid **ONLY** to the Child Nutrition Services located at District office, 900 High St. Oakland, Ca. 94601. Any bidder making contact with any other person(s) within the District such as, but not limited to board members, other District employees or their agents, parents, students, etc., either before the bid opening or during the period before the Board of Education takes action to award the contract, may have their bid removed from consideration.

5. Period of this contract will be one year from Board approval. Multi year extensions may be negotiated per paragraph 16 and 17 of Instruction and Conditions.

6. Delivered prices are to be quoted – no extra charges will be accepted. Prices changes due to production costs will be allowed only as set forth in paragraph 16 of Instructions and Conditions. The District reserves the right to recheck price changes with other companies and purchase from the company that best serves the needs of the School District.

7. Quantities indicated are intended as a guide only and the District is not obligated to purchase exact amounts shown.

8. Vendors may be requested to submit samples to determine quality and acceptability. Awards may not be made if requested samples are not supplied.

9. Packaging and Brand must be indicated where different from that specified. The District shall be the sole judge on determining whether an item bid is equal to that specified.

10. The District reserves the right to award similar items as a group(s), for example, if it is to the advantage of the District and Vendors to have like items delivered by one vendor.

11. All products shall confirm to provisions set forth in Federal, State, County, and City laws for their production, handling, processing, marketing, and labeling. In the event of off-flavor damage, or items found to be unsatisfactory for consumption, the Contractor shall replace items or issue credit to the District.

12. Price quotes shall be based on requirements as outlined on attachment (1).

13. Orders will be made by Child Nutrition Services staff employees directly to the successful bidder.

14. The successful bidder shall leave a receiving ticket or invoice at the time of delivery.

statements must be sent each month to:

Oakland Unified School District
Accounts Payable Department Rm. 450
1000 Broadway
Oakland, CA. 94612

FOOD SERVICE SPECIAL CONDITIONS
For SUPPER MEAL SERVICES

- A. Meal Ordering: The number of entrées/meals prepared by Vendor will be determined by the quantity ordered by OUSD. OUSD will notify vendor of the quantity needed for each week no later than 5:00p.m. of each Tuesday. Refer to section E- of meal price.
- B. Food Preparation: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.
- C. Food Qualifications:
- Provide fresh or frozen (low sodium) vegetable with every supper meal.
 - Provide fresh fruit with every supper meal
 - No tropical oils (coconut palm oils).
 - No artificial trans fats.
 - No more than 30 % of calories from total fat, and no more than 10% of calories from saturated fats.
 - No deep fried or par fried foods.
 - No high fructose corn syrup.
 - No artificial preservatives, colors, flavors or sweeteners.
 - Foods with little or no sugar added
 - No animal by-products.
 - No L-Cystine.
 - Whole grains must be offered
 - Use organic and locally (within 250 miles radius to Oakland) produced ingredients whenever possible.
- D. Meal Components for Supper Meals: To create a reimbursable meal under the Child and Adult Care Food Program,
1. OUSD will Menu and Serve Hot Entrees 2 Days per Week and Cold Entrees 3 Days per Week. All entrees must be approved by Nutrition services prior to delivery
 2. Vendor will provide supper entrée meals with accompanying vegetables and sides. Vegetable portions will be equivalent to ¼ cup.
 3. OUSD will provide milk components. Fruit portions will be equivalent to ½ cup. OUSD may also provide an additional vegetable offering in place of fruit

the additional vegetable must not be the same as what is already being provided by vendor.

E. Delivery and Service of Meals

1. Vendor will transport entrees/meals from the preparation site to the school sites as agreed upon. The delivery time to OUSD will be agreed upon by both parties. A delivery receipt will accompany all orders delivered.
2. Vendor will provide all of the equipment necessary to transport the entrees to OUSD. OUSD shall make available for pickup any and all property owned by vendors.

F. Recordkeeping for Supper Meals:

1. Vendor will provide the following:
 - Monthly compliance reporting documents to show food-based contributions for complete meals by design
 - Daily menu production records
 - Document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable child Nutrition programs, including coordinated Review Effort circumstances. OUSD shall be responsible for notifying Vendor within three (3) business days of receiving notice of an audit. OUSD shall be responsible for forwarding the written notification from the governing entity so that vendor is positioned to best support the requisition request and tailor the support to exactly what is required.
2. OUSD shall maintain all responsibility for its own complete records as required by the Child and Adult Care Food Program.

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

SCHEDULE B

CNIPS #: VENDOR #:				
LUCH OR SUPPER		AGES 1-2 YEARS	AGES 3-5 YEARS	AGES 6-12 YEARS
MILK, FLUID		½ CUP	¾ CUP	1 CUP
VEGETABLE, AND /OR FRUIT (TWO OR MORE KINDS)		¾ CUP TOTAL	¾ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL	BREAD OR ROLLS, GRAINS	½ SLICE ¾ SERVING ¾ CUP	½ SLICE ¾ SERVING ¾ CUP	1 SLICE 1 SERVING ¾ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS**** OR CHEESE(NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES	BUTTER, OR OTHER NUT	1 OZ 1 OZ 1 OZ ¾ CUP OR 2 OZ ¾ EGG ¾ CUP 2 TBSP ¾ OZ*** ¾ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ CUP OR 3 OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ*** ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ ¾ CUP OR 4 OZ 1 EGG ¾ CUP 4 TBSP 1 OZ*** 1 CUP OR 8 OZ

- G. **Meal Price:** Vendor will charge OUSD the following: All Meal Counts are Estimates only:

Item	# of serving Days	Average Minimum #of Meals per Delivery 80 Per Site/Day	Price per Meal
Supper Meals	175	18,563 Monthly (12 delivery sites)	\$
		167,067 Yearly (12 delivery sites)	\$

DAY AHEAD AND DARK DROP DELIVERY

Vendor Responsibilities	District Responsibilities
<u>Access:</u> <ul style="list-style-type: none"> Perform background checks on all drivers and sign requested security agreements to ensure security. Conduct at least one "practice" delivery in order to gain familiarity with your school and your delivery needs. Vendor will maintain a key log and have the school administrators to sign confirming key designation to vendors Vendors shall ensure doors are closed properly and securely. 	<u>Access:</u> <ul style="list-style-type: none"> Provide vendor with two keys to the building and access instructions. (Example: "My driver will go to the second door in the back of the building and enter code 2345.") Ensure doors are closed properly and securely to prevent pilferage.
<u>Paperwork</u> <ul style="list-style-type: none"> Place your packing slip and production records in a designated area. Retrieve all signed paperwork; file for use in necessary audits. 	<u>Paperwork</u> <ul style="list-style-type: none"> Assign a designated area for paper work to be left. Sign the forms either upon delivery or upon arrival the following morning. Place signed forms in the designated area for pick up.
<u>Storage</u> <ul style="list-style-type: none"> Place all refrigerated components in the cooling unit (behind older product if there is any). Product that does not need to be refrigerated will be placed on a designated counter or shelf space, along with the utensils needed to serve the product. 	<u>Storage</u> <ul style="list-style-type: none"> Provide an exclusive, designated and labeled space for the driver to place the product. Other (non-vendors) Products should not be kept in this space. Discard any leftovers from the previous day and confirm there is sufficient room for each delivery. Restrict access to prevent pilferage
	<u>Confirm Delivery</u> <ul style="list-style-type: none"> Check the delivery as the first task each day. Notify vendor of any issues a minimum of three hours prior to lunch service so each can be resolved.
<u>Leftovers</u> <ul style="list-style-type: none"> Collect all used supplies (e.g. pans, trays, etc.) and used serving utensils daily from the designated cooling unit; return all components to be washed and sanitized. 	<u>Leftovers</u> <ul style="list-style-type: none"> Place all used supplies and used serving utensils in a clear liner in the designated cooling unit (e.g. milk cooler or refrigerator) at the end of each service day.

**OAKLAND UNIFIED SCHOOL DISTRICT
REQUEST FOR QUOTATION
SUPPER Bid# 15-16/03**

DELIVERY LOCATION: OTHER LOCATIONS AND QUANTITY MAY BE ADDED

No.	Schools	Address	Supper	Weekly (Starting Aug. 24 th –June 30 th)
1	Acorn Woodland	1025 81 st Ave	95	475
2	ASCEND	3709 East 12 th Street	75	375
3	Burckhalter	3994 Burckhalter Ave.	110	550
4	Encompass Academy	1025 81 st Avenue	90	450
5	Markham	7220 Krause Ave.	85	425
6	Parker	7929 Ney Ave.	132	660
7	Allendale	3670 Penniman Ave.	100	500
8	UPA	3031 East 18 th Street	100	500
9	Piedmont	4314 Piedmont Ave.	75	375
10	West Oakland	991 14 th Street	75	375
11	Sankofa	581 61 st Street	60	300
12	Fruitvale	3200 Boston Ave.	75	375

Total Bid Amount: \$ _____

Signature

Date

NOTICE OF BID

Notice is hereby given that the Board of Education Oakland Unified School District, Oakland, CA (Alameda County), will receive BID Number 15-16/03 for the purchase of the following:

Sealed proposals must be delivered to the Oakland Unified School District, Procurement Department, 900 High Street, Oakland, CA 94601 **September 04, 2015 no later than 2:00p.m.**

Companies interested in quoting should request appropriate documents from the Nutrition services Department, (510) 434-3334.

The Board of Education reserves the right to reject any and all Bids. No vendor **may withdraw their proposal for a period of sixty (60) days after the date set for the opening of Bids. Refer to the formal documents and specifications for** additional information, terms, and conditions.

Jennifer LeBarre Executive Director Nutrition Services.



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 1516-0150

Department: NUTRITION SERVICES

Vendor Name: REVOLUTION FOODS INC.

Contract Term: Start Date: FEBRUARY 5, 2016 End Date: JANUARY 31, 2017

Annual Cost: \$ 491,512.00

Approved by: JENNIFER LE BARRE

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

REVOLUTION FOODS IS LOWEST RESPONSIBLE BIDDER.

Summarize the services this Vendor will be providing.

PROVIDING SUPER PROGRAM MEALS TO 12 SATELLITE SCHOOL SITES.

Was this contract competitively bid? Yes ☒ No ☐

If No, answer the following:

1) How did you determine the price is competitive?

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☐ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

Agreement Between Revolution Foods, Inc. and Oakland Unified School District

Food Service Management Company: Revolution Foods, Inc.
8383 Capwell Dr. Oakland, CA 94621

Receiving Sponsor: Oakland Unified School District
1000 Broadway. Oakland, CA 94607

Agreement Number:

Vendor Number:

This agreement made this January 6, 2016 between the Food Service Management Company, Revolution Foods, Inc., hereinafter referred to as Revolution Foods and the receiving sponsor, Oakland Unified School District, hereinafter referred to as OUSD, is created for the purpose of providing:

☒ Modified Supper meals

It is hereby agreed that:

A. Agreement Period: This agreement will begin on February 5, 2016 and will end July 31, 2017. This is the first of four additional one-year renewals as allowed by Federal procurement guidelines. At time of subsequent annual renewals, both Revolution Foods and OUSD shall execute an agreement addendum/amendment stating the extended agreement period.

B. Meal Ordering: The number of entrées/meals prepared by Revolution Foods will be determined by the quantity ordered by OUSD. OUSD will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday. Refer to Section F – Meal Price.

C. Meal Components for Supper meals: To create a reimbursable meal under the Child and Adult Care Food Program,

1. Revolution Foods will provide supper entrée meals with accompanying vegetables and sides. Vegetable portions will be equivalent to ¼ cup.
2. OUSD will provide fruit and milk components. Fruit portions will be equivalent to ½ cup and milk will be equivalent to 8 fluid ounces. OUSD may also provide an additional vegetable offering in place of fruit – the additional vegetable must not be the same as what is already being provided by Revolution Foods.

D. Delivery and Service of Meals

1. Revolution Foods will transport entrées/meals from the preparation site to the school sites as agreed upon. The delivery time to OUSD will be agreed upon by both parties.

2. Revolution Foods will provide all of the equipment necessary to transport the entrées to OUSD. OUSD shall make available for pickup any and all property owned by Revolution Foods.

E. Recordkeeping for Supper meals

1. Revolution Foods will provide the following:
 - Monthly compliance reporting documents to show food-based contributions for complete meals by design
 - Daily menu production records
 - Document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Coordinated Review Effort circumstances. OUSD shall be responsible for notifying Revolution Foods within three (3) business days of receiving notice of an audit. OUSD shall be responsible for forwarding the written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required
2. OUSD shall maintain all responsibility for its own complete records as required by the Child and Adult Care Food Program.

F. Meal Price: Revolution Foods will charge OUSD the following:

Item	Average Minimum # of Meals per Delivery 85 Per Site/Day	Price per Meal
Full, Fresh Supper Meals	18,563 Monthly (12 delivery sites)	\$2.62
	167,067 Yearly (12 delivery sites)	\$2.62

G. Payment Terms: OUSD shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution

Foods invoice. Revolution Foods reserves the right to charge up to a one and half percent interest rate (compounded monthly) on any balance left unpaid on an invoice. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

- H. Confidentiality and Rights In Data:** During the term of this agreement, Revolution Foods may grant to OUSD a nonexclusive right to access certain proprietary materials of Revolution Foods, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). OUSD shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement unless required by law, subpoena or court order.

Confidential Information shall not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure. This provision shall survive termination of this agreement.

- I. Indemnity:** Revolution Foods agrees to defend, indemnify and hold harmless OUSD and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

OUSD agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of OUSD in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

- J. Limitation of Liability:** Excluding OUSD's obligations in Indemnity above, in the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually paid to Revolution Foods over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

- K. Insurance:** OUSD will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. If requested, OUSD will provide Revolution Foods with proof evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Revolution Foods.

Revolution Foods will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide OUSD with a certificate, upon request, evidencing insurance in the amount, naming OUSD as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to OUSD.

L. Termination

1. Either party may terminate this agreement for cause:
 - a. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or
 - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.

2. Either party may terminate this agreement at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, OUSD and Revolution Foods shall make settlement of all amounts due hereunder as follows.
 3. The following shall occur upon termination, whether by cause or convenience:
 - a. Revolution Foods shall be paid according to the invoice issued to OUSD for all entrées and services provided through the effective termination date of service within fifteen (15) days of the effective date of termination.
 - b. OUSD will return all equipment owned by Revolution Foods immediately upon stoppage of service.
- M. Force Majeure:** Neither Revolution Foods nor OUSD shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this agreement, “force majeure” means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.
- N. Severability:** To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- O. Survival of Certain Terms:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.
- P. Modification and Amendment:** This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.
- Q. Cooperation of the Parties:** Revolution Foods and OUSD agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party’s approval is necessary or desirable. Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.
- R. Assignment:** In the event all or substantially all of Revolution Foods’ assets are acquired by another company, Revolution Foods shall notify OUSD in writing. Within 30 days, OUSD has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.
- S. Choice of Law:** This agreement shall be construed under the laws of the State of California.
- T. Section Headings:** The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Rhonda Lesinski, Executive Vice President	(510) 596-9024
Signature of Revolution Foods Official	Date
Name and Title of OUSD Official	Telephone Number
Signature of OUSD Official	Date

Attached Exhibits:

- A. Memorandum of Understanding: Equipment

EXHIBIT A:
MEMORANDUM OF UNDERSTANDING: EQUIPMENT

Revolution Foods, Inc. henceforth known as "Revolution Foods," and, Oakland Unified School District henceforth known as "Partner," agree to the following provisions regarding equipment provided by Revolution Foods, henceforth known as "Equipment."

- 1.) Revolution Foods will provide Partner with four (4) single door refrigerators.
- 2.) Upon termination, Partner shall return all equipment. Failure to return Equipment on time will result in charges of \$100.00 per item every month.
- 3.) Partner agrees to return Equipment to Revolution Foods in working condition and without damage, or be subject to cover the cost of the repairs or replacement of Equipment.
- 4.) Partner shall operate Equipment as per the Manufacturer's instructions, keep it clean and shall not alter Equipment in any way.
- 5.) Partner shall immediately notify Revolution Foods when Equipment is not in good working order. Revolution Foods will be responsible for coordinating any necessary repair work for the term of the rental.
- 6.) Damage to rental will result in Partner being required to pay the full purchase price for replacement of Equipment.
- 7.) Revolution Foods shall inspect Equipment twice per academic school year to ensure Equipment is in good condition and operating accordingly.
- 8.) Revolution Foods will not be responsible for any damage (to persons or property) caused by use of Equipment.

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement.