

File ID Number	16-0959
Introduction Date	5-11-16
Enactment Number	16-0650
Enactment Date	5-11-16 OA

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 May 25, 2016

Subject Second Extension of Award of Bid Extension of Bid for Non Food and Paper Supplies

Action Requested Approval by the Board of Education of Resolution No. 1516-0196 - Approving Second Extension of Award of Bid No. 13-14/04/Contract - Non-Food and Paper Supplies to P & R Papers Corp. of Redlands, CA for the amount of \$438,946.40, The Danielsen Co. of Chico, CA for \$83,609.00, Pressed Paperboard Technologies, LLC. of Bingham Farms, MI for \$106,050.00, Transilwrap Company, Inc. of Carrollton, TX for \$28,652.30, and Plastic Package, Inc. of Sacramento CA for \$10, 719.28 - as the lowest, responsive responsible bidders, for the second year extension of the bid award.

Background The Nutrition Services Department provides meals to children who meet federal eligibility criteria for free and reduced priced meals as defined in California Education Code Sections 49531 and 45552 respectively. The District has an agreement with California Department of Education Nutrition Services Division to provide meals under the "National School Lunch Program" and "Child Care Food Program". Non Food and Paper Supplies are a necessity in providing these meals.

Discussion The District is satisfied with vendors services and product pricing since participating in the bidding process and awarding the bid two years ago

Fiscal Impact Funding Source – Nutrition Services Funding Site: 991 Resource: 5310

Recommendation Approval by the Board of Education of Resolution No. 1516-0196 - Approving Second Extension of Award of Bid No. 13-14/04/Contract - Non-Food and Paper Supplies to P & R Papers Corp. of Redlands, CA for the amount of \$438,946.40, The Danielsen Co. of Chico, CA for \$83,609.00, Pressed Paperboard Technologies, LLC. of Bingham Farms, MI for \$106,050.00, Transilwrap Company, Inc. of Carrollton, TX for \$28,652.30, and Plastic Package, Inc. of Sacramento CA for \$10, 719.28 - as the lowest, responsive responsible bidders, for the second year extension of the bid award.

The following are the names of all the persons who have been named in the resolution and the names of the persons who have been named in the resolution. The names of the persons who have been named in the resolution are listed in the following table. The names of the persons who have been named in the resolution are listed in the following table.

Attachments

- Resolution No. 1516-0196
- Bid Recap
- Bid Package



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

Legislative File ID No. 1516-0196

Department: NUTRITION SERVICES

Vendor Name: P&R Paper Co. The Danielsen Co. Pressed Paperboard Tech. LLC. TransilWrap Co. Plastic Package Inc.

Contract Term: Start Date: May 15, 2016 End Date: April 14, 2017

Annual Cost: \$ 667,976.98

Approved by: JENNIFER LE BARRE

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Nutrition Services is satisfied with these vendors services and product quality and pricing since participating in and awarded the bid two years ago.

Summarize the services this Vendor will be providing.

P&R Paper Co. Paper supplies and cleaning supplies.
The Danielsen Co. Disposable serving trays and spork kits.
Pressed Paperboard Technologies. Hot Food Packaging Trays.
Transilwrap Co. Inc. Packaging Film
Plastic Package Inc. Cold Food Packaging Trays.

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**

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1516-0196**

EXTENSION OF CONTRACT FOR NON FOOD AND PAPER SUPPLIES

WHEREAS, The Board of Education of the Oakland Unified School District of Alameda County, heretofore awarded Bid No.13-14/04 **Non Food and Paper Supplies** to be delivered in elementary, middle, high schools, and child development centers District wide in said District;

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

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the recommendation of staff, and approves a contract extension for Non Food and Paper Supplies for P & R Papers Corp. of Redlands, CA in the amount of \$438,946.40, The Danielsen Co. of Chico, CA for \$83,609.00, Pressed Paperboard Technologies, LLC. of Bingham Farms, MI, for \$106,050.00, Transilwrap Company, Inc. Carrollton, TX for \$28,652.30, and Plastic Package, Inc. of Sacramento CA for \$10,719.28 .

BE IT FURTHER RESOLVED that the Superintendent of Schools, through the Operations Officer of Procurement, is hereby authorized and directed to issue a Purchase Order to the above companies, for said items, for the extended contract.

Passed by the following vote:

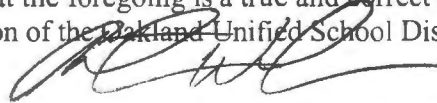
AYES: Jumoke Hinton Hodge, Shanthi Gonzales, Aimee Eng, Jody London, Roseann Torres,
Vice President Nina Senn, President James Harris

NOES: None

ABSTAINED: None

ABSENT: None

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 May 11, 2016.



Antwan Wilson, Superintendent
Oakland Unified School District

File ID Number: 16-0959
Introduction Date: 5/11/16
Enactment Number: 16-0650
Enactment Date: 5/11/16
By: es

OAKLAND UNIFIED SCHOOL DISTRICT

**Resolution No. 1516-0196, Request for Non Food and Paper Supplies Bid Extension
Award For:**

P & R Papers Corp. Redlands CA 92374	<u>Award</u> \$438,946.40
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Transilwrap Company, Inc. Carrollton, TX 75006	<u>Award</u> \$28,652.30
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Plastic Package, Inc. Sacramento CA 95382	<u>Award</u> \$10,719.28
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Pressed Paperboard Tech, LLC. Bingham Farms, MI 48025	<u>Award</u> \$106,050.00
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The Danielsen Co. Chico, CA 95928	<u>Award</u> \$83,609.00
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It is recommended that the award be made as indicated.



OAKLAND UNIFIED SCHOOL DISTRICT

**PROCUREMENT OFFICE
900 HIGH STREET
OAKLAND, CALIFORNIA 94601**

BID NO. 13-14/04 NON FOOD ITEMS AND PAPER SUPPLIES

SUBMITTED BY: _____
(Company name)

**DEADLINE:
December 12, 2013
2:00 P.M.**

Bids to be delivered to:

Oakland Unified School District
Procurement Office
900 High Street
Oakland, California 94601
ATTN: Glory Nkems/ Bid # 13-14/04

Bids will be received until the time and date specified above. Bids will be publicly open and read at 2:15pm in the Nutritional Services Lunch Room.

Advertising dates: November 26, 2013; December 04, 2013

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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. 13-14/04

Is calling for proposals for furnishing of **Non-Food Items & Paper Supplies** CLOSING DATE: Thursday December 12, 2013 2:00 p.m. Sealed bids will be accepted up to this hour at the Procurement Department, 900 High St. Oakland, CA. 94601. This bid will be publicly opened and read at 2:15 p.m. at the Nutritional Services Lunch Room, 900 High Street in Oakland, CA, on Thursday December 12, 2013. 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 hereunder shall be subject to the Special Conditions listed in this form.

SPECIAL CONDITIONS

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

Glory Nkems, Procurement Buyer (510)434-2248.

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 longer will be considered in determining the award.)

Total amount of bid, excluding State or County Sales or Use Tax, if any, is: _____ Dollars (\$ _____)

Date: _____, 20 ____.

Firm: _____

By: _____ (Signature)

_____ (Print/Type Name)

Address: _____

Telephone: (____) _____

Contractor's License No. _____ Expiration Date: _____

This bidder is a, Corporation ☐ Partnership ☐ Sole Proprietorship ☐

If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners; if a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation. If the Bidder is a corporation, fill in the following: This Corporation is organized and existing under and by virtue of the laws of the State of _____.

BID INSTRUCTIONS/CONDITIONS

1. USE OF FORMS. 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. DEFINITIONS. 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.
 - d. "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.
 - f. "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.
3. 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 1964 42 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. BID FORM REQUIREMENTS. The Bidder reserves the right to bid on only items they are capable of supplying to the school District, and shall indicate on the Bid Form the unit price for each item quoted 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. UNAVAILABILITY OF FUNDS. 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. INSPECTION OF ITEMS FURNISHED. 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. ASSIGNMENT PROHIBITED. 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. DELIVERY. 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.

10. INABILITY TO PERFORM. 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. SAMPLES. 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. BRANDS. 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. SALES, USE, AND FEDERAL TAXES. 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 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. FEDERAL OR STATE REGULATIONS. 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.

16. 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.

18. 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. **CONTRACT PERIOD:** 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. **BASIS OF AWARD:** This bid will be awarded to the lowest responsive/ responsible bidder, who meets all the conditions contained in this specification. The District reserves the right to split the contract if it is beneficial to the District. 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. **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).

4. **VENDOR BILLING:** 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.
5. **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.
6. **DISTRIBUTION FACILITIES:** 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.

7. METHOD OF BIDDING: Bidders must show the unit price for each item quoted, extension and grand total of all items bid.
Bidders must state the brands to be furnished. Bidders must state the size of package offered if different, from the one specified.

8. 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, if requested, 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 BIDDER'S NAME AND THE APPLICABLE NUMBER OF THE ITEM IN THIS BID, 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. Price will be a determining factor, if quality is judged to be at parity. Broken packages, dented cans, and damaged merchandise will not 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.

9. SUBSTITUTION: Substitutions of items originally agreed upon will not be accepted without prior authorization from the Nutrition Services Director and price approval from the Director of Procurement. All items delivered shall comply with the U.S. Pure Food and Drug Acts, State Laws, and City of Oakland ordinances.
10. NORMAL OPERATING PERIODS: Regular schools open from August 26, 2013 through June 12, 2014. 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.
11. COORDINATION: The coordinator for this contract is:

Robert Law
Administrative Supervisor, Nutrition Services
900 High St.
Oakland, CA 94601
Phone: (510) 434-2253

12. CLARIFICATION: If clarification is needed for the products in this bid, the coordinator should be contacted.
13. REPORTS: 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.

14. ADDITIONAL ITEMS: 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.
15. The successful contractor shall provide a local telephone number or an 800 number for the district to use, or accept collect calls from authorized district personnel.
16. DELIVERIES: 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.
17. FREQUENCY OF DELIVERIES ARE TO BE AS FOLLOWS: Successful vendor is to establish a delivery schedule to be approved by the Nutrition 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 invoice 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.
18. INVOICING: After products have been delivered, a statement shall be sent to:

Oakland Unified School District
Accounts Payable, Room
1000 Broadway
Oakland, CA 94612.

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. Items determined as for catering by the Food Services Director are to be invoiced separately.

19. Fuel Surcharges: Delivery fuel surcharges must be clearly stated in the bid and any increase shall be negotiated with Director Nutrition Services.
20. 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 2013-2014 academic years.

21. 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.

22.

INSURANCE: 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 Procurement Department. The vendor may file his insurance policies on a yearly basis subject to all of the conditions contained herein.

23. 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

24. CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT: 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.

FEDERAL REGULATIONS: 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.

25. ANTI-KICKBACK AND FRAUD: 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
26. PIGGY BACK: 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

It is understood that the bidder has fully read and understands the terms and criteria governing the transaction and agrees to abide by them. Bidders are required to attest to the fact that they have read this bid in all its entirety by signing below.

Signature of Vendor's Representative

Date

Non Food and Paper Supplies
Delivery Site List

High Schools

Castlemont	8601 Mac Arthur Blvd
Fremont	4610 Foothill Blvd
McClymonds	2607 Myrtle Street
Oakland High	1023 Mac Arthur Blvd
Oakland Tech	4351 Broadway
Skyline	12250 Skyline Blvd

Middle/Junior High Schools

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

Elementary Schools

Bella Vista	1025 East 28 th Street
Franklin	915 Foothill Blvd
Garfield	1640 22 nd Avenue
Highland	8521 A Street
La Escuelita	1050 2 nd Ave
Jefferson	2035 40 th Avenue
Lincoln	225 11 th Avenue
Manzanita	2409 East 27 th Street
Prescott	920 Campbell Avenue
Stonehurst	10315 E Street
Montclair	1757 Mountain Blvd
Webster	800 Birch Street

Paper Supplies & Non Food Items

BID FORM

THIS IS NOT AN ORDER
OAKLAND UNIFIED SCHOOL DISTRICT
PROCUREMENT DEPARTMENT

900 High Street, Oakland, California 94601

QUOTATION MADE BY:

(Type your firm name in this space)

Bid No. 13-14/04

Page 1

	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	<p>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.</p> <p>PACKAGING: If packaging is different than specified, state packaging offered.</p> <p>NOTE: All estimated quantities are annual usage.</p>					
1	<p><u>PAPER DISPOSABLE AND PACKAGING ITEMS:</u></p> <p>BAGS, Paper, 6lb. 2/500ea. Per case. Brown, grocery bag. Distributor's choice.</p>	155	Case			
2	<p>BAGS, Polyethylene, for bun pan, 27"X 37". 200 per case. Distributor's choice.</p>	23	Case			
3	<p>BAGS, Foil 1000 ea. Per case. "Zenith" or equal. Hot Dog 3.5x1.5x9</p> <p>Cheeseburger 6x1x6.5</p> <p>Sandwich 6x1x6</p>	25 30 20	Case Case Case			
4	<p>COVER, Bun Pan Rack clear 52"x80". 50 ea per case. Distributor's choice.</p>	16	Case.			

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
5	COVER, Table Tissue/Poly White. 54"x108" 25 per case. Distributor's choice.	11	Case	_____	_____	_____
6	CUP, drink, paper, wax treated. 5oz. 12/100count per case. Distributor's choice.	500	Case	_____	_____	_____
7	FILM PVC, 18" wide x 2000 ft. in length, in dispenser box with cutting edge. Distributors Choice.	100	Rolls	_____	_____	_____
8	FOIL, Aluminum Roll standard weight. 18" wide by 1000 ft. in length. "Reynolds" or equal.	100	Rolls	_____	_____	_____
9	FORK, Plastic medium weight, polypropolene, white. 24/40ct. per case. Georgia Pacific Dixie SSF21P or equal .	2000	Case	_____	_____	_____
10	KNIFE, Plastic medium weight, polypropylene, white. 1000 ea. per case. Distributors choice	32	Case	_____	_____	_____
11	LINER, Trash, 40x46 .95ml. Clear plastic. 100 per case. Distributor's choice.	1100 xxxxxx	Case. xxxx	_____	_____	_____
12	LINER, Trash, 33x39 .90ml clear plastic. 150 per case. Distributor's choice.	40	Case	_____	_____	_____
13	NAPKIN, Dispenser, paper. 6.50" x 13.5" 1 ply white. "Crown Z" or equal. 16/625 per case.	150	Case	_____	_____	_____

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
14	NAPKIN, Dispenser, Easynap Brown. 24/250ct per case. Georgia Pacific #32015 or equal	850	Case.	_____	_____	_____
15	PAN, Foil Steam table half size, 2.5" deep. 100 per case. :Reynolds" or equal.	16	Case	_____	_____	_____
16	PAN, Foil Steam table full size 3.3/8" deep. 50 per case. " Reynolds" or equal.	10	Case	_____	_____	_____
17	PAN LINER, Parchment, 17"x25" 1000 per case. Distributors choice	250	Case	_____	_____	_____
18	PLATES, Paper 3 compartment, 9.25" diameter. "Serene" or equal.	175	Case	_____	_____	_____
19	PLATES, Paper light weight, 6" diameter. 10/100 count per case. "Serene" or equal.	100	Case	_____	_____	_____
20	SPOON, Plastic medium weight, polypropylene White. 1000 per case. Distributor's choice.	123	Case	_____	_____	_____
21	SPOON, Disp, Plastic PP SMART STOCK white. 24/40ct per case. SSS21P Georgia Pacific/Dixie or equal.	1000	Case	_____	_____	_____
22	SPORK , Cutlery Kit w/napkin and straw. Individually wrapped. 1000 ea. per case. Distributor's choice. Site Delivery	400 xxxxxx	Case xxxx	_____	_____	_____

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
	Drop Ship High St. Warehouse	1600	Case			
23	TRAY, Paper, Carry out. Disposable. 8.5" x 5.5" x 2". 500 per case. "Dopaco" or equal. Trays delivered to school sites	850	Case			
	Drop Ship to High St. Warehouse	5500	Case			
24	TRAY, Paper basket weave, 8oz. 1000 per case. "Dopaco" or equal.	50	Case			
		xxxxxx	xxxx			
25	TRAY, Paper basket weave 2lb. 1000 per case. "Dopaco" or equal	50	Case			
26	TRAY, Paper 3 compartment. 8" x 9" 500 per case. "Chinet" or equal	5000	Case			
27	BOWL, Paper Heavy weight 12oz. 8/ 125 count per case. "Serene" or equal.	75	Case			
		xxxxxx	xxxx			
28	CONTAINER, Three Compartment Hinged, Clear. 8"x8"x3". 200 per case. Distributors Choice.	250	Case			

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
29	PACKAGING FILM AND TRAYS All Packaging Materials Drop Ship 900 High St. .0005 Pet Mylar Heat Sealing Lidding Film 5.5" wide "Dupont" or equal.	30	Rolls	_____	_____	_____
30	.0008 OWF Heat Sealable Oriented Polyester Film. " Dupont or equal" 14.5" wide 43lb. per roll 10.5" wide 16lb. per roll	225 50	Rolls Rolls	_____ _____	_____ _____	_____ _____
31	TRAY, Pressed Paperboard, Brown 5"x615/32"x 1 3/8" 900 trays per case. "Pressed Paperboard Technologies PT108" or equal.	1200 xxxxxx	Case xxxx	_____ _____	_____ _____	_____ _____
32	TRAY, Pressed Paperboard, Brown 4 5/32"x 4 5/32" x1 1/4" 2250 per case. "Pressed Paperboard Technologies PT102" or equal.	200	Case	_____ _____	_____ _____	_____ _____
33	TRAY, Plastic Sealable 4 1/4" x4 1/4" x 1 1/4 " 2160 per case. Plastic Package" SL41"/equal	50	Case.	_____ _____	_____ _____	_____ _____
34	TRAY Plastic 4 1/4" x 4 1/4" x1.75" 1000 per case. "Plastic package SL41D"or equal.	150 xxxxxx	Case xxxx	_____ _____	_____ _____	_____ _____

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
35	Food Service Towels 17X21 25 lbs case Approximately 1250 lbs per case	75	case		
36	<u>MISCELLANEOUS NON-FOOD & Cleaning Supplies</u> BLEACH, Chlorine Liquid 6% dilution. 6/96 oz. per case. Distributor's choice.	100 xxxxxx	Case	_____ _____	_____ _____	_____ _____
37	CLEANER, Degreaser Grease remover. 4/1 gallons. Distributor's choice.	10 xxxxxx	Case xxxx	_____ _____	_____ _____	_____ _____
38	DETERGENT, Pot and Pan Pink. 4/1 gallon per case. Distributor's choice.	125	Case	_____	_____	_____
39	TOWELS, Wiper, disposable, not smaller than 13"x20". 200 per case. Distributor's Choice	500	Case	_____ _____	_____ _____	_____ _____
40	BROOM Corn, Blend #32. Choice.	50	Each	_____ _____	_____ _____	_____ _____
41	GLOVES, Powder Free, Vinyl Medium. 10/ 100 ct. per case. Distributor's choice.	325 xxxxxx	Case xxxx	_____ _____	_____ _____	_____ _____
42	GLOVES, Powder Free, Vinyl Large food grade. 10/ 100ct. per case. Distributor's choice	240	Case	_____	_____	_____
43	HAIRNETS, with elastic, dark brown, large. 144 per box. Distributor's choice	250	Box	_____ _____	_____ _____	_____ _____

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	ARTICLES REQUIRED	Quantity	UNIT	BRAND OR TRADE NUMBER	PRICE UNIT	EXTENSION
44	MOP, Deck, cotton w/handle. Distributor's choice	50	Each.			
45	OVEN MITS, 18" heavy duty w/ silicone. Distributor's choice. 2 per package.	135 xxxxxx	PKG. xxxx			
46	POT HOLDER, Silicone, 7"x7" square. 6/ 7" pot holders per pkg. Distributor's choice	225	PKG.			
47	THERMOMETER, Refrigerator/Freezer, with temperature zone -20F to 80F. 2 per package. Distributor's choice	50	Pkg.			
48	THERMOMETER, Pocket test, with temperature zone 50F to 550F. 2 per box. Distributor's choice.	50	Box			
49	WIPE, ANTIBACTERIAL PROBE, individually wrapped. 1/200count per case." Cooper" or equal.	50	Case			
50	TEST STRIP, Chlorine. 1/100 count per Package .Distributor's Choice.	40	PKG.			
51	TISSUE, Toilet, 1-ply White Wrapped . 96/1000 count per case. Distributor's choice.	150	Case			
52	TOWEL, Roll non perforated 7.85" wide. Earth tone. 12/350 ft. per case. Distributor's Choice.	200	Case			
	Total					