

| Board Office Use: Legislative File Info. | |
|--|---------------|
| File ID Number | 26-0089 |
| Introduction Date | 2/11/26 |
| Enactment Number | 26-0150 |
| Enactment Date | 2/11/2026 CJH |



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

Board Cover Memorandum

To Board of Education

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

Meeting Date February 11, 2026

Subject Amendment No. 2 Services Agreement - Sysco Food Services - Food Service Pre-Prepared Meals and Sandwich Products - Nutrition Services Department

Ask of the Board Approval of Amendment No. 2, Food Service Pre-Prepared Meals and Sandwich Products Agreement with Sysco Food Services, Nutrition Services Department

Background and Discussion Approval by the Board of Education of Amendment No. 2 to Food Service Pre-Prepared Meals and Sandwich Products Contract by and between Oakland Unified School District and Sysco Food Services, Fremont, CA, to increase the not-to-exceed amount by \$450,000.00 from \$440,000.00 to \$890,000.00. All other terms and conditions of the Agreement remain in full force and effect.

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

Funding Source(s) 5310 - Child Nutrition School Program, in an amount not to exceed \$890,000.00.

Attachment(s)

- Amendment No. 2 - Sysco Food Services
- 25-1812 - Amendment No. 1, Agreement - Food Service Pre-Prepared Meals and Sandwich Products Agreement with Sysco Food Services - Nutrition Services Department



AMENDMENT NO. 2 to

RFP No. 24-150NS: Food Service Pre-Prepared Meals and Sandwich Products Awarded to Sysco Food Services

(“Original Agreement”)

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

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

A. Services.

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

B. Term.

- The term of the AGREEMENT is unchanged.
- The term of the AGREEMENT has changed as indicated below:
Original End Date: _____
New End Date: _____

C. Compensation.

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

Original not-to-exceed amount is \$ 440,000.00.

The original not-to-exceed amount

shall be increased by:

\$ 450,000.00

The original not-to-exceed amount

OR shall be decreased by:

\$ _____

The new not-to-exceed amount is \$ 890,000.00.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.

- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
- 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Sysco Northern California- San Francisco

Signature: Summer Knight

Digital signature by Summer Knight
DN: cn=Summer Knight, o=Summer Knight, c=US, l=United States, s=US, l=United States, o=Sysco San Francisco, ou=Region
Contract and Bids e-mail: summer.knight@sysco.com
Reason: I am the author of this document
Location: San Francisco, CA
Date: 2026-01-15 12:33:08-00

Position: Region Contract Bid Manager

Date: 1/15/2026

OUSD

Name: Jennifer Brouhard

Signature: Jennifer Brouhard

Position: President, Board of Education

Date: 2/12/2026

Board President (for approvals)

Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler

Signature: Denise G. Saddler

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: 2/12/2026

Template approved as to form by OUSD Legal Department.



| Board Office Use: Legislative File Info. | |
|--|---------------|
| File ID Number | 25-1812 |
| Introduction Date | 8/13/25 |
| Enactment Number | 25-1257 |
| Enactment Date | 8/13/2025 CJH |

Board Cover Memorandum

To Board of Education

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

Meeting Date August 13, 2025

Subject Amendment No. 1, Services Agreement - Sysco Food Services - Food Service Pre-Prepared Meals and Sandwich Products - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 1, Food Service Pre-Prepared Meals Service Agreement (RFP #24-150NS: Food Service Pre-Prepared Meals and Sandwich Products) by and between Oakland Unified School District and Sysco Food Services, Fremont, CA, to exercise the first of two one-year options to renew the Agreement, and to increase the not-to-exceed amount by \$20,000.00 from \$420,000.00 to \$440,000.00, for the period of July 1, 2025 to June 30, 2026. All other terms and conditions of the agreement remain in full force and effect.

Background and Recommendation The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Pre-prepared meals and sandwich products are necessary purchases for these programs.

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

Not-To-Exceed Amount The new not-to-exceed amount is \$440,000.00.

Competitively Bid Yes, RFP No. 24-150NS: Food Service Pre-Prepared Meals and Sandwich Products was awarded on February 12, 2025.

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

Funding Source(s) 5310 - Child Nutrition School Program, in an amount not to exceed \$440,000.00

Attachment(s)

- Amendment No. 1, Food Service Pre-Prepared Meals and Sandwich Products, RFP No. 24-150NS
- Vendor Renewal Commitment Letter
- Supplier Updated Pricing
- 25-0175 Award - RFP #24-150NS - Pre-Prepared Meals and Sandwich Products - Sysco Food Services - Nutrition Service Department, Enactment No. 25-0091, approved 2/12/25



AMENDMENT NO. 1 to

RFP 24-150NS: Food Service Pre-Prepared Meals and Sandwich Products
("Original Agreement")

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

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

A. Services.

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

B. Term.

The term of the AGREEMENT is unchanged.
 The term of the AGREEMENT has changed as indicated below:
Original End Date: June 30, 2025
New End Date: June 30, 2026

C. Compensation.

The not-to-exceed amount in the AGREEMENT is unchanged
 The not-to-exceed amount in the AGREEMENT has changed as indicated below:
Original not-to-exceed amount is \$420,000.

| | | |
|---|----|--|
| The original not-to-exceed amount shall be <u>increased</u> by: <u>\$20,000</u> | OR | The original not-to-exceed amount shall be <u>decreased</u> by: \$ _____ |
|---|----|--|

The new not-to-exceed amount is \$440,000.

- D. **Insurance.** To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.
- E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.

- 2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
- 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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

VENDOR

Name: Summer B. Knight
Signature: Summer B. Knight
Position: Regional Contract Bid Manager
Date: 7/16/2025

OUSD

Name: Jennifer Brouhard
Signature: Jennifer
Position: President, Board of Education
Date: 8/14/2025
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Denise G. Saddler, EdD
Signature: Denise Gail Saddler

Position: Interim Superintendent and Interim Secretary, Board of Education
Date: 8/14/2025

Template approved as to form by OUSD Legal Department.

June 2, 2025

Oakland Unified School District
Devinder Kumar
1011 Union Street
Oakland, CA 94607

Re: 25-26 Rollover of Oakland Unified School District RFP #24-150NS

Dear Devinder Kumar,

Thank you for allowing Sysco San Francisco California the opportunity to bid on **25-26 Rollover of Oakland Unified School District RFP #24-150NS** for the period of **July 1, 2025 through June 30, 2026**.

For your consideration, we've included additional varieties and cost-effective alternatives. If items on bid have guaranteed pricing that expires before the end of bid term, the expiration date will be noted on the customer copy. New bid pricing for these items will be provided after we have received the renewals from the suppliers. Notification by letter will be sent with new cost and effective dates.

Bid Pricing Overview (Noted on Sysco Customer Copy):

- * **(Asterisk)** - Items bid without a manufacturer's price guarantee.
- **P** In the case of drastic weather conditions around the country we may be forced to implement an "Act of God Clause". In the event of this occurrence, we will provide a written notice, and new pricing will take effect immediately.
- **Ecolab**- Please reach out to your local Ecolab Representative for your contract pricing on all items marked as "**ECOLAB**" on your customer copy.
- **Special Order:** Items marked as special order will be stocked with a consistent weekly movement of 10 cases or more.

Delivery and Opening Order Overview:

- **Deliveries:** Orders that ship must meet a 20 case and \$850.00 minimum order requirement. This will be waived during holiday weeks.
- **Opening Orders:** Opening orders should be submitted, and menu cycles should be provided to your Bid Specialist a minimum of 3 weeks in advance.

Please note that some items may be bid as special order. These items will require a four- week lead time to process. Any item brought in for a customer via special order will need to ship in full to the customer within 30 days from the received date.

Should we receive notification from our manufacturer of price changes due to the volatility in the market, where contracted pricing cannot be extended, we will give you written notice of intent to change price. As well as documentation from the manufacturer of the intended price change with new guaranteed dates.

To ensure pricing and accuracy, Sysco San Francisco requires at least two-week notification for pricing implementation and inventory level adjustments. Only Sysco awarded items will be entered into our pricing system, and items not awarded Sysco may not be valid at bid price.

If you have any questions, please feel free to contact your Sysco Representative or Summer Knight, Contract Bid Manager at 209-596-9438.

Sincerely,

Summer Knight

Summer Knight
Contract Bid Manager



Sysco San Francisco California
5900 Stewart Avenue
Fremont, Ca 94538
T 510-226-3000
sysco.com

April 28, 2025

Oakland Unified School District
Devinder Kumar
1011 Union Street
Oakland, CA 94607

Re: Rollover of Oakland Unified School District RFP #24-150NS

Dear Devinder Kumar,

In accordance with the terms of the bidding process, Sysco San Francisco California would like to offer the rollover option for Oakland Unified School District RFP #24-150NS. Your current contract dates of 7/01/2024-6/30/2025 will expire soon and we would like to ensure you continue to receive bid pricing.

Attached are the line items Sysco has been awarded during the last contract period. Subject to the approval of the Oakland Unified School District, the extension would be from 7/01/2025-6/30/2026. Please note there may be price increases on items. If there are any proposed adjustments you would like to make to the items currently on the award, as well as any possible item additions, please let us know.

This extension shall be subject to the same terms and conditions contained in the original documents. Please indicate your acceptance of this option by signing below and returning to Sysco San Francisco's Bid Department. Once a signed copy is received, we will be able to work on updated pricing for the Oakland Unified School District

For your convenience, you may email your response to OBIDS@SYSCO.COM

Signature of Authorized Agent _____

Print Name and Title _____ **Devinder Kumar for OUSD NS**

Date _____ **5/9/2025**

Please return this agreement no later than May 16, 2025.

Should you have any questions, please feel free to contact your Sysco Representative or Summer Knight, Contract Bid & Manager at (209) 596-9438.

Sincerely,

Summer Knight

Summer Knight
Contract Bid Manager

| Line # | Usage | SUPC | Pack | Size | Brand | Item Description | MFG# | Cust. Guar. Date | Bid Price | Commodity Item NOI Amount | Bid Price w/NOI Discount if LBS are available | Special Order |
|------------------------|--------|----------|------|---------|----------|--|--------|------------------|-----------|---------------------------|---|---------------|
| FOOD KITS-1 | 416000 | 7350340 | 32 | 10.5OZ | TAYFRMS | BOX LUNCH TRKY/CHDDR PINWHEEL | 127157 | * | 134.80 | - | 134.80 | YES |
| FOOD KITS-2 | 416000 | 7350312 | 32 | 8.5OZ | TAYFRMS | SNACK TRAY PREM MIX W/CARROTS | 127039 | * | 108.20 | - | 108.20 | YES |
| FOOD KITS-3 | 416000 | NEW ITEM | 32 | 8.5OZ | TAYFRMS | PROTEIN PLUS WITH GRAPE TOMATOES | 127038 | * | 108.20 | - | 108.20 | YES |
| FOOD KITS-4 | 416000 | 7350310 | 32 | 8OZ | TAYFRMS | SNACK TRAY PREM MIX W CELERY | 127037 | * | 126.29 | - | 126.29 | YES |
| FOOD KITS-5 | 416000 | NEW ITEM | 32 | 8OZ | TAYFRMS | BUTCHER BOARD WITH GRAPE TOMATOES | 127036 | * | 126.29 | - | 126.29 | YES |
| ROLL PRE PACKAGED 1 | 0 | 2758991 | 48 | 5.43OZ | TASTY B | PIZZA KIT ANYTIMERS TRKY PEP WG | 10102 | 6/30/2026 | 85.63 | - | 85.63 | |
| ROLL PRE PACKAGED 1.1 | 0 | 7317070 | 60 | 4 OZ | ELYSIUM | FRANK ALL-MEAT MINI TWIN | 142060 | * | 77.91 | - | 77.91 | YES |
| ROLL PRE PACKAGED 1.2 | 0 | 7311595 | 72 | 4 OZ | ELYSIUM | BREAD FLAT WHL GRN TRKY CHZ | 150172 | * | 97.87 | - | 97.87 | YES |
| ROLL PRE PACKAGED 1.4 | 0 | 9999999 | 72 | 4 OZ | ELYSIUM | WG SPLIT TOP BUN FILLED W TURKEY HAM AND | | * | 93.61 | - | 93.61 | YES |
| ROLL PRE PACKAGED 1.5 | 0 | 9999999 | 72 | EA | ELYSIUM | WG HOAGIE FILLED W TURKEY BREAST AND AMB | | * | 95.16 | - | 95.16 | YES |
| ROLL PRE PACKAGED 1.7 | 0 | 2805687 | 72 | 4.45 OZ | TASTY B | SANDWICH TRKY HAM CHS WDG | 70013 | 6/30/2026 | 85.11 | - | 85.11 | YES |
| ROLL PRE PACKAGED 1.8 | 0 | 2713992 | 72 | 4.5 OZ | TASTY B | SANDWICH ITALIAN COMBO WHL GRN | 70014 | 6/30/2026 | 85.89 | - | 85.89 | YES |
| ROLL PRE PACKAGED 1.11 | 0 | 9999999 | 90 | Ea | ELYSIUM | MAPLE PANCAKES FILLED WITH TURKEY HAM IW | 402090 | * | 106.93 | - | 106.93 | YES |
| ROLL PRE PACKAGED 2.11 | 0 | 5009855 | 1 | 30 CT | EASTSID | TURKEY STICK MEAL BREAK | 61404 | 6/30/2026 | 78.10 | - | 78.10 | YES |
| ROLL PRE PACKAGED 2.12 | 0 | 5009709 | 1 | 30 EA | EASTSID | BEEF & CHS STK MEAL BREAK | 61406 | 6/30/2026 | 78.10 | - | 78.10 | YES |
| ROLL PRE PACKAGED 2.14 | 0 | 2282034 | 1 | 30 CT | ES FOODS | MEAL KIT SUN BUTR | 61411 | 6/30/2026 | 78.10 | - | 78.10 | YES |
| ROLL PRE PACKAGED 2.21 | 0 | 7230076 | 42 | 5.36 OZ | AMZCHKP | SANDWICH CHICPEA APLCINGRP | F9041 | * | 49.86 | - | 49.86 | YES |
| ROLL PRE PACKAGED 2.22 | 0 | 7230074 | 42 | 4.23 OZ | AMZCHKP | SANDWICH CHICPEA BTR&CHOC | F9042 | * | 49.86 | - | 49.86 | YES |
| ROLL PRE PACKAGED 2.23 | 0 | 7230069 | 42 | 5.36 OZ | AMZCHKP | SANDWICH CHICPEA BTR&GRPE JLY | F9040 | * | 49.86 | - | 49.86 | YES |



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--------------------------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA | INSURER A: Zurich American Ins Co INSURER B: American Zurich Ins Co INSURER C: Steadfast Insurance Company INSURER D: INSURER E: INSURER F: | 16535 40142 26387 |

COVERS **CERTIFICATE NUMBER:** 570107490695 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|-------------|---|-------------------------|-------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | GLO234720315 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY | | | BAP 2347204 15 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | UMBRELLA LIAB | | OCCUR | | | | EACH OCCURRENCE | |
| | EXCESS LIAB | | CLAIMS-MADE | | | | AGGREGATE | |
| | DED | RETENTION | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC234719915 | 06/30/2024 | 06/30/2025 | X PER STATUTE | OTH-ER |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | AOS WC234720115 MA, WI | 06/30/2024 | 06/30/2025 | E.L. EACH ACCIDENT | \$1,000,000 |
| C | Excess Workers Compensation | | | EWT234722214 TX Non-Subscribers SIR applies per policy terms & conditions | 06/30/2024 | 06/30/2025 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pre-Prepared Meals and Sandwich Products K-12 Meal Program For Nutrition Services, RFP No. 24-150NS. Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives and Fremont Union HSD are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Oakland Unified School District Attn: Francisco Flores 900 High Street, 2nd Floor Oakland CA 94601 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc.</i> |

Holder Identifier :

Certificate No : 570107490695





ADDITIONAL REMARKS SCHEDULE

| | |
|--|---|
| AGENCY Aon Risk Services Southwest, Inc. | NAMED INSURED Sysco San Francisco, Inc. |
| POLICY NUMBER See Certificate Number: 570107490695 | |
| CARRIER See Certificate Number: 570107490695 | NAIC CODE EFFECTIVE DATE: |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED Sysco San Francisco, Inc. | |
| POLICY NUMBER See Certificate Number: 570107490695 | | | |
| CARRIER See Certificate Number: 570107490695 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR ANY OTHER AGREEMENT ENTERED
INTO BY YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYSCO CORPORATION

Endorsement Effective Date: 06/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



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Coverage Extension Endorsement – Liability Only

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 2347204-15 | 06/30/2024 | 06/30/2025 | | 14340000 | INCL | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 2347203-15

Effective Date: 06/30/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
 - 1.** Must be initially provided to us within 15 days:
 - a.** After the beginning of the policy period shown in the Declarations; or
 - b.** After this endorsement has been added to policy;
 - 2.** Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 - 3.** Must be in an electronic format that is acceptable to us; and
 - 4.** Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - 1.** Extend the Coverage Part cancellation date;
 - 2.** Negate the cancellation; or
 - 3.** Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-30-2024

Policy No. WC 2347199-15

Endorsement No.
Premium \$

Insured Sysco Corporation

American Zurich Insurance Company



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Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 2347204-15 | 06/30/2024 | 06/30/2025 | | 14340000 | INCL | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Customer Credits & Returns



*How this
policy
helps our
customer*



*Should a
return be
requested
after a
delivery has
been made...*

Sysco's approach to credits & returns remains simple and aimed at absolute customer satisfaction and ensuring a food safe supply chain. In order to maintain the highest levels of consumer food safety, we ask for your partnership in complying with this Customer Credit and Returns Policy. By working together, we can maintain the food safety and integrity of our supply chain.

Sysco Delivery Associates will return and credit any product that you do not accept at the time of delivery. Checking-in your order also provides you with an opportunity to request credit immediately if a product is invoiced but not included with your delivery. After delivery, credits and returns are limited within the parameters established within this policy.

Benefits of our Product Return & Credit Policy:

- Ensures product wholesomeness & quality
- Reduces product loss that ultimately impacts both Sysco and our Customer
- Speeds the processing of returns and refunds
- Assures product handling is compliant with Sysco's Food Safety Programs, USDA, FDA, OSHA and HAZMAT requirements
- Reduces the risk that a tampered, damaged or unwholesome product could be redistributed to another customer

At Time of Delivery

- Most credits and returns should happen when you are receiving your delivery.
- Your Sysco Delivery Associate will gladly help you verify the items delivered agree with your invoice.
- You may choose to return any item for credit at the time of delivery unless the item is a Special Order, Auto-Ship or Standing Order. Your Delivery Associate will make an adjustment on your invoice to keep for your records.
 - ✓ Temperature Controlled for Safety (Refrigerated and Frozen) are only eligible for return at time of delivery. (see attached table for listing of Time and Temperature Control for Safety)
- If a product is partially damaged, your Delivery Associate will make an immediate adjustment on your invoice.

Returning Product after Delivery & Product Integrity Requirements

Refunds or credits for these items will be determined by the Operating Company.

All other returns are accepted for a limited amount of time as long as they meet the important requirements below:

- ✓ Refrigerated foods not classified as Time and Temperature Control for Safety: within 48 hours from delivery.
- ✓ Frozen, dry and foodservice supplies: Within 14 days from delivery.

Temperature:

- ✓ All refrigerated and frozen products shall be required to be stored at proper temperature to maintain food safety, product integrity and wholesomeness.
 - Frozen items: -18°C to -9°C (0 to 15°F)
 - Refrigerated items: 0°C to 4°C (32 to 40°F)

Packaging:

Products are returnable for full credit only when they are in the original package, free of markings or damage, must be stored within the required temperature range at all times, and within the specified return timeframe.

Additional Food Safety Guidelines

Time and Temperature Control for Safety (TCS):

| Product | Refrigerated | Frozen |
|--|--------------|--------|
| Deli Meats and Deli Poultry (RTE) | X | |
| Deli Salads (RTE) | X | |
| Eggs Cooked and Hard Boiled (RTE) | X | |
| Eggs, Shell (fresh) | X | |
| Fruits, Salads & Vegetables (RTE cut/processed) | X | |
| Ground Beef (raw) | | X |
| Ground Beef (fresh, raw) | X | |
| Ground Poultry (raw) | | X |
| Ground Poultry (fresh, raw) | X | |
| Liquid Eggs (ready to use) | X | |
| MAP or VAC Packaging | X | X |
| Meat (raw) | X | |
| Milk (fluid), Ice cream mix | X | |
| Molluscan Shellfish both in shell and shucked (fresh, raw, not fully cooked) | X | |
| Molluscan Shellfish both in shell and shucked (raw, not fully cooked) | | X |
| Pickles (refrigerated) | X | |
| Poultry (raw) | X | |
| Poultry and Meat (RTE) | X | |
| Seafood (raw) | X | |
| Seafood (RTE) | X | |
| Soft Cheese | X | |
| Sprouts (fresh) | X | |

Note: Ready To Eat (RTE) = Ready to Serve (RTS)

These products may be eligible for credit after confirming with the Sysco Operating Company, but are not allowed back into inventory if picked up after delivery

Chemicals

- Please treat chemical returns with extra attention. Federal HZMAT and OSHA regulations prohibit the transport of open-container chemicals, or chemical products not in the original packaging. Open/damaged chemical products or not in original packaging are non-returnable.
- A Sysco representative must inspect all chemical returns for damage and/or leakage before a pick up and return order can be processed.

Will Call

- Product picked up at Will Call can only be refused/returned at time of pick up. These items are not returnable once they have been signed for and are out of Sysco's control.

Special Order (Non-Stock) Items

- Special order items are products that we do not stock that were ordered especially for you. Because they can't be resold, they are not returnable except when damaged or of inferior quality at the time of delivery.

Drop Shipments

- Drop shipments are sent directly to you from our suppliers. Contact your Sysco representative about any unacceptable items within 48 hours of delivery.

Standing Order

- Is a pre-arranged process and agreement to always ship a defined product and quantity on every order, repetitive.

Auto-Ship

- Is a pre-arranged process and one-time agreement (customer) to ship a defined product and quantity on a defined ship date.

Restocking

- Any exceptions to these return guidelines may result in denial of credit or may be subject to a 20% restocking fee.

Customer Key Drop or Pallet Drop

Credits & Returns



How this
policy helps
our
customers



Should a
return be
requested
after a
delivery has
been made

Sysco's approach to credits & returns remains simple and aimed at absolute customer satisfaction and ensuring a food safe supply chain. In order to maintain the highest levels of consumer food safety, we ask for your partnership in complying with this Customer Credit and Returns Policy. By working together, we can maintain the food safety and integrity of our supply chain.

After delivery, credits and returns are limited to the parameters established within this policy.

Benefits of our Product Return & Credit Policy:

- Ensures product wholesomeness & quality
- Reduces product loss that ultimately impacts both Sysco and our Customer
- Speeds the processing of returns and refunds
- Assures product handling is compliant with Sysco's Food Safety Programs, USDA, FDA, OSHA, and HAZMAT requirements
- Reduces the risk that a tampered, damaged, or unwholesome product could be redistributed to another customer

Returning Product after Delivery & Product Integrity Requirements

To ensure food safety and product integrity, products designated as Time and Temperature Control for Safety are only eligible for return to inventory if documented monitoring of temperature control while products are in the Customer's possession is provided. In addition, any customer request for product storage deviations (i.e. frozen product left out to thaw), shall not be eligible for return. **Credit Request for these items will be determined by the Master Distribution Agreement executed between Sysco and the Contract Customer.**

All other returns are accepted for a limited amount of time as long as they meet the important requirements below:

Time: Make all returns and credit requests within these timeframes:

- Time and Temperature Control for Safety (TCS) (Refrigerated and Frozen):
 - Only Customers with pre-approved Key/Pallet Drop Agreement¹ have 24 hours from delivery
- Refrigerated foods not classified as Time and Temperature Control for Safety:
 - Within 24 hours from delivery
- Frozen, dry, and foodservice supplies:
 - Within 14 days from delivery

Upon authorization of the return, Sysco will schedule to pick up the product(s)

Temperature: Sysco shall obtain a temperature log from the customer, written or electronic, documenting the temperature of the storage area while the product is in the customer's possession

- All refrigerated and frozen products shall be required to be stored at proper temperature to maintain food safety, product integrity, and wholesomeness
- Authorization of the return and/or credit is contingent upon maintaining the proper product temperatures or temperature set point for:
 - Frozen items (product temperatures): -18°C to -7°C (0 to 15°F)
 - Refrigerated items (product temperatures): 0°C to 4°C (32 to 40°F)
 - Shell Eggs (temperature set point): ≤7°C (≤45°F)

Packaging: Products are returnable for full credit only when they are in the original package, free of markings or damage, must be stored within the required temperature range at all times, and within the specified return timeframe.

Additional Food Safety Guidelines

Time and Temperature Control for Safety (TCS):

| Product | Refrigerated | Frozen |
|--|--------------|--------|
| Deli Meats and Deli Poultry (RTE) | X | |
| Deli Salads (RTE) | X | |
| Eggs Cooked and Hard Boiled (RTE) | X | |
| Eggs, Shell (fresh) | X | |
| Fruits, Salads & Vegetables (RTE cut/processed) | X | |
| Ground Beef (raw) | | X |
| Ground Beef (fresh, raw) | X | |
| Ground Poultry (raw) | | X |
| Ground Poultry (fresh, raw) | X | |
| Liquid Eggs (ready to use) | X | |
| MAP or VAC Packaging | X | X |
| Meat (raw) | X | |
| Milk (fluid), Ice cream Mix | X | |
| Molluscan Shellfish both in shell and shucked (fresh, raw, not fully cooked) | X | |
| Molluscan Shellfish both in shell and shucked (raw, not fully cooked) | | X |
| Pickles (refrigerated) | X | |
| Poultry (raw) | X | |
| Poultry and Meat (RTE) | X | |
| Seafood (raw) | X | |
| Seafood (RTE) | X | |
| Soft Cheese | X | |
| Sprouts (fresh) | X | |

Note: Ready To Eat (RTE) = Ready to Serve (RTS)

***Demonstration of documented monitoring of temperature control while products are in the Customer's possession shall be required for all Time and Temperature Control for Safety product returns.**

Chemicals

- Please treat chemical returns with extra attention. Federal HAZMAT and OSHA regulations prohibit the transport of open-container chemicals, or chemical products not in the original packaging. Open/damaged chemical product or product not in the original packaging are non-returnable.
- A Sysco representative must inspect all chemical returns for damage and/or leakage before a pick up and return order can be processed

Special Order (Non-Stock) Items

- Special order items are products that we do not stock that were ordered especially for you. Because they can't be resold, they are not returnable except when damaged or of inferior quality at the time of delivery

Drop Shipments

- Drop shipments are sent directly to you from our suppliers. Contact your Sysco representative about any unacceptable items within 48 hours of delivery.

Restocking

- Any exceptions to these return requirements may result in denial of credit or may be subject to a 20% restocking fee.

1. These products may be eligible for credit after confirming with the Sysco Operating Company, but are not allowed back into inventory if picked up after delivery unless they meet specific criteria.

WE OFFER SATURDAY DELIVERY



PRIORITIZING STUDENT SAFETY

Student and staff safety is always first with Sysco. Saturday delivery ensures our trucks arrive when your parking lots are not full of staff and student vehicles.



PEACE OF MIND

We provide peace of mind through the use of drivers and delivery people that you know and recognize.



TEMPERATURE CONTROLLED STORAGE

Drivers will properly store temperature sensitive products in respective temperature zones (e.g. frozen products in the freezer).



CONVENIENT DELIVERY

Saturday Delivery provides the convenience of having your products available and ready on Monday morning when staff arrives.



EASY INVOICING

Our drivers will check your invoice during the delivery, and leave a copy in a pre-determined location provided by you.

Visit shop.sysco.com



| Board Office Use: Legislative File Info. | |
|--|---------------|
| File ID Number | 25-0175 |
| Introduction Date | 2/12/25 |
| Enactment Number | 25-0091 |
| Enactment Date | 2/12/2025 CJH |

Board Cover Memorandum

To Board of Education

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

Meeting Date February 12, 2025

Subject Request for Award of Bid and Approval of Food Service Pre-Prepared Meals and Sandwich Products Contract

Ask of the Board Approval by the Board of Education of Award of Bid (RFP) No. 24-150NS: Food Service Pre-Prepared Meals and Sandwich Products and contract Agreement by and between the District and Sysco Food Services, Fremont, CA, for the latter to provide Pre-Prepared Meals and Sandwich Products, as the responsible bidder in an amount not to exceed \$420,000.00 for one year commencing on November 1, 2024 with two (2) one-year options to renew upon further approval of the Board.

Background and Recommendation The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Pre-prepared meals and sandwich products are necessary purchases for these programs. On July 12, 2024, Nutrition Services advertised Invitation for Bid (RFP) No. 24-150NS. Two vendors responded to the RFP. Sysco Food Services was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, Food Tasting, experience, geographic preference, antibiotic and hormone content, sustainability, and safety.

Items Awarded to Sysco Food Services

1. Frozen or shelf-stable meal including ingredients that meet school supper requirements for grain and protein: 1 oz. equivalent grain (50% whole grain), 2 oz equivalent protein, No Fruit Equivalent (Quantity: 128,574)
2. Frozen or shelf-stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: 1 oz. equivalent grain (50% whole grain), 2 oz equivalent protein, 4oz equivalent fruit (Quantity: 198,544)
3. Thaw and Serve IW sandwich: 1 oz equivalent grain, 2oz. equivalent protein, NO pork, NO top 12 allergens, NO msg, NO high fructose corn syrup (Quantity: 48,000)

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$420,000.00

Attachment(s)

- Notice of Intent to Award Bid RFP No. 24-150NS
- Sysco Service Agreement
- Sysco Foods RFP No. 24-150NS
- OUSD RFP No. 24-150NS



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

September 30, 2024

TO: Sysco Food Services

PROJECT:

Request for Proposal (RFP) #24-150NS

**PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Pre-Prepared Meals and Sandwich Products.

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

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

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

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

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601 (510) 879-2990 ph.



SERVICES AGREEMENT

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

The PARTIES hereby agree as follows:

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

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

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

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

7. Data and Information Requests.

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

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

8. Confidentiality and Data Privacy.

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

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

10. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

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

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

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

14. **Status.**

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

income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
17. **Insurance.**
 - a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
18. **Testing and Screening.**
 - a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk

assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

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

19. Incident/Accident/Mandated Reporting.

a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

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

a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").

b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

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

21. **Conflict of Interest.**

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

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

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

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of

this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.

25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and

environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.

28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.

37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
 - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.

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

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR
SYSCO FOOD SERVICES

Name: Lisa Krauss Signature: Lisa Krauss

Position: Manager Contract Sales & New Business Development Date: 12/10/24

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

OUSD

Name: Jennifer Brouhard Signature: Jennifer Brouhard

Position: President, Board of Education Date: 2/13/2025

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

Name: Kyla Johnson-Trammell Signature: Kyla Johnson-Trammell

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

Template Approved as to form by OUSD Legal Department

Approve as to form:

Jenine A. Lindsey
Jenine Lindsey, General Counsel
Date: 12/23/2024

SERVICES AGREEMENT
EXHIBIT A

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

VENDOR: SYSCO FOOD SERVICES

1. **Services.** Describe the SERVICES VENDOR will provide: Delivery of pre-prepared meals and sandwich products for the K-12 Meal Program for Nutrition Services to deliver items to District at School addresses to be provided.

2. **Term.**

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

Start Date: November 1, 2024

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

End date: June 30, 2025 with 2 options to renew for 1 year each.

3. **Compensation.**

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

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: _____ per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): The District agrees to pay the per item prices set forth in the Vendor's pricing catalog.

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

Not-To-Exceed Amount: \$420,000.

13. **Legal Notices.**

OUSD

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

VENDOR

Name/Dept: **Sysco Food Services San Francisco**
Address: **5900 Stewart Avenue**
City, ST Zip: **Fremont, CA 94538**
Phone: **(800) 877-7012**
Email: _____

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

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

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

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

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

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

August 2, 2024

OAKLAND USD
Department of Child Nutrition Services
Francisco Flores
900 High Street, 2nd floor
Oakland, CA 94601

Re: PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

Dear Francisco Flores,

Thank you for allowing Sysco San Francisco the opportunity to bid on **PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES**

for the period of **July 1, 2024, through June 30, 2025.**

For your consideration, we've included additional varieties and cost-effective alternatives. If items on bid have guaranteed pricing that expires before the end of bid term, the expiration date will be noted on the customer copy. New bid pricing for these items will be provided after we have received the renewals from the suppliers. Notification by letter will be sent with new cost and effective dates.

Bid Pricing Overview:

- * **(Asterisk)** - Items bid without a manufacturer's price guarantee.
- **Market** - Items bid as Market will fluctuate weekly; however, the margin used is guaranteed through bid term. The items identified on the enclosed bid documents reflect the Market price on the date of document completion.
- **P** – Produce items are guaranteed by calendar month. In the case of drastic weather conditions around the country we may be forced to implement an "Act of God Clause". In the event of this occurrence, we will provide a written notice and new pricing will take effect immediately.
- **Ecolab** - Please reach out to your local Ecolab Representative for your contract pricing on all items marked as "**ECOLAB**" on your customer copy.
- **Pactiv**: Due to the volatility of the market caused by COVID-19, all Pactiv pricing is subject to change monthly with the market.

Delivery and Opening Order Overview:

- **Off Day Orders:** Orders that ship **outside of a normal scheduled delivery day** must meet a 15 case and \$750.00 minimum order requirement. This will be waived during holiday weeks.

Please note that some items may be bid as special order. These items will require a four- week lead time to process. Any item brought in for a customer via special order will need to ship in full to the customer within 30 days from the received date.

Should we receive notification from our manufacturer of price changes due to the volatility in the market, where contracted pricing cannot be extended, we will give you written notice of intent to change price. As well as documentation from the manufacturer of the intended price change with new guaranteed dates.

To ensure pricing and accuracy, Sysco San Francisco requires at least two-week notification for pricing implementation and inventory level adjustments. Only Sysco awarded items will be entered into our pricing system, and items not awarded Sysco may not be valid at bid price.

If you have any questions, please feel free to contact your Sysco Representative Cyndi Cunha or Chris Medina, Bid Manager at 510-602-8159.

Sincerely,

Chris Medina

Chris Medina
Contract Bid Manager



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #24-150NS

PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

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

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

**Proposals Due:
August 8, 2024 at 2:00 PM PST**

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

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RFP Schedule Of Events

The following schedule will be used by the District.

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | July 12, 2024 |
| Deadline for Questions: | August 1, 2024 @ 2:00 p.m. pst |
| Deadline to Deliver Taste Testing Samples | August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601 |
| Proposal/Bid Submitted to District: | August 8, 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | August 14 -15, 2024 |
| Final Bid Award Notice: | August 21, 2024 |
| Contract Start Date: | September, 2024 |

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

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

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

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

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

Notice to Bidders

The Oakland Unified School District ("District") is requesting submission of Proposals from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of Pre-Prepared Meals and Sandwiches ("Products") to the District, as further described herein.

General Information about the District

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

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

The District is seeking Proposals from qualified vendors/companies to procure and deliver products to our Central Kitchen located 2850 West St. Oakland, CA 94608. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the "Program").

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, The District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by the District in 2016, is included in this solicitation as a Reference Document, [Attachment 19].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment "20"], and must submit required completed Itemized Bid List, [Attachment "2"]. For a brief overview of the Program and data collection process, please watch this short video. (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown ingredients to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women."

The District is seeking to:

1. Ensure that students are receiving high quality Pre-Prepared Meals and Sandwich Products,
2. Purchase high quality Pre-Prepared Meals and Sandwich Products at the best possible price,
3. Offer more Pre-Prepared Meals and Sandwich Products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Pre-Prepared Meals and Sandwich Products,
5. Partner with a Pre-Prepared Meals vendor that will provide excellent customer service.

General Requirements

Buy American Provision – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)).

According to Senate Bill 490 OUSD specifies that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Local Preference – Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

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

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Itemized Bid List for Products to be provided. Bidders submitting a RFP shall specify product 'Pack Size', 'Unit Description', 'Pallet tie height specifications', 'Price per Unit', 'Extended Price', 'Non-USA grown question' pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August, 2024 through June 30, 2025. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Itemized Bid List – The District's Itemized Bid List is attached hereto. The "Notes" section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods

and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

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

District Evaluation/Selection Process

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

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

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

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on qualifications and demonstrated competence that

include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, pre-prepared meals and sandwich products from other vendors throughout the contract if it deems necessary.

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

Protests Selection Procedure

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or

“PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Bidder agrees, by submission of its response for the District’s consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

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

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

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

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

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

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

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

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

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

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

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

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

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the

**

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

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for two (2), one-year periods for a possible total contract term of three (3) years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

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

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the

term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Taste Testing - District will require/request a sample of one case of each listed in the Bid Item List Attachment "2" for taste testing to evaluate for taste, texture, overall quality of product, appeal, consistency and nutritional value. Bidders must deliver samples to the Nutrition Services, 2850 West St. from 8:00 am - 12 pm (noon) pst on August 8, 2024. Mark and label drop of samples as: "**Attn: Chris, RFP PREPARED Samples**".

Ingredients - The District requires that meals contain no high fructose corn syrup, pork products, chocolate, or MSG. The District prefers that meals contain no nitrates or nitrites and no trans fats. The District prefers that meals contain a minimum amount of preservatives. All Pre-Prepared Meals and Sandwich Products shall meet Food & Nutrition standards set by the Department. Preference will be given to meals that contain the least possible amount of Undesirable Ingredients (Appendix A).

Variety – The District desires to have a variety of meal flavor profiles to provide to students. Preference will be given to suppliers that can provide a greater variety of meals.

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

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

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

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

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may

withdraw Proposals only by written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

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

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

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

of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.

5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Pre-Prepared Meals and Sandwich Products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required.

Awarded vendor(s) will be required to make direct deliveries to one (1) site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases.

2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests one (1) delivery per week that are not yet determined but will be Monday-Friday

| OUSD Delivery Location | | | | |
|-------------------------------|-------------------------------------|------------------------|-------------------------|-------------------------------|
| Location | Address | Delivery Times | Preferred Delivery Days | Number of Deliveries Per Week |
| Central Manufacturing Kitchen | 2850 West Street, Oakland, CA 94601 | 5:00 am - 10:00 am pst | Monday- Friday TBD | 1 |

Proposal Submission Instructions

Proposals shall be emailed to the Procurement Department at procurement@ousd.org no later than August, 8, 2024 at 2:00 pm. pst.

Proposal shall be submitted with subject line: "RFP Proposal # 24-150NS"

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

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume

responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

Sysco Food Services San Francisco

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Itemized Bid List (Att. 2)
- Request for Proposal Signature Page (Att. 3)
- Evaluation Criteria (Att.4)
- Food Tasting Scorecard (Att. 5)
- Vendor Questionnaire (Att. 6)
- References with 2 References (Att. 7)
- Non Collusion Affidavit (Att. 8)
- Bidder's Statement Regarding Insurance Coverage (Att. 9)
- Worker's Compensation Insurance Certification Form (Att. 10)
- Drug Free Workplace Certification (Att. 11)
- Equal Opportunity Employment (Att. 12)
- Fingerprint Clearance/Criminal Background Investigation (Att. 13)
- Certificate of Independent Price Determination (Att. 14)
- Suspension and Debarment Certification (Att. 15)
- Certification Regarding Lobbying (Att. 16)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 17)
- Buy American Certification Form (Att. 18)
- Good Food Purchasing Resolution (Att. 19)
- Good Food Purchasing Bidding Vendor Pledge (Att. 20)
- China Prohibition Certification (Att. 21)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

Itemized Bid List - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

ITEM LIST LINK

In addition, the List will be posted on our procurement webpage under RFP #24-250NS, titled, Itemized Bid List - Attachment 2

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

| | |
|---|--|
| <p>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</p> | |
| Company Name | Sysco Food Services San Francisco |
| Signature of Company Official |  |
| Name of Signer | Christopher Medina |
| Title of Signer | Contract and Bids Manager |
| Email Address | SFBIDS@SYSCO.COM |
| Complete Mailing Address | 5900 Stewart Ave |
| City, State, Zip | <small>Type text here</small> Fremont, Ca 94538 |
| Phone Number | 510-602-8159 |
| Date | 8-7-24 |
| Minimum Dollar Amount for Delivery | \$ 850* <small>*only on off-day non regular deliveries</small> |
| <input type="checkbox"/> | Check if no minimum dollar amount for delivery is required. |
| Minimum Case Amount for Delivery | 20 cases* <small>*only on off-day non regular deliveries</small> |
| <input type="checkbox"/> | Check if no minimum case amount for delivery is required. |

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

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|--|--|---|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Nitrate and Nitrite Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free | - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free | - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |

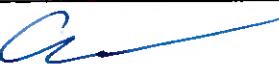
| | | | |
|-----------------------------|--|--|------------|
| | identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above. | | |
| Safety Records and Controls | 100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 120 |

Food Tasting Scorecard - Attachment "5"

| Points of Item to Overall Score | Item Being Scored | Evaluation Criteria | Vendor Score |
|---------------------------------|-------------------|--|--------------|
| 5 | Flavor | Bidder will submit product sample to evaluate flavor profile | |
| 5 | Appearance | Product will be evaluated for product appearance that will be appealing to students | |
| 5 | Color | Product will be evaluated on color that will be appealing to students | |
| 5 | Aroma | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Texture | Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students | |
| 25 Points | Total | | |

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): Sysco Food Services San Francisco

Signature of Bidder's Authorized Representative: 

Date of Signing: 8-7-24

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

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

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) XYes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
YES
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program. 97 tractors, years 2012 to 2019 (66 freightliner Cascadia, 22 Volvo NM, 9 Mack Anthem) 108 trailers years 2004 to 2020 (57 Hyundai, 40 kidron, 6 utiliy, 5 great dane) -every unit is on a 90 day BIT program
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
No later than 3PM. There is no limit to case quantities when adding to an existing order.
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders? Items in stock can be ordered and delivered the next day. Please allow 2-3 weeks for nonstock special order items
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
YES
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
Sysco has been around since 1969, 55 years.
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
No.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
The lead or Director will receive a phone/email/or text depending on the requirement of the school.
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?

There is an \$850 and 20 cases Minimum on off-day non-regular deliveries

13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
Across the Northern California region we service over 300 schools.

14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
Sysco utilizes a 3rd party company named Bell Tower Technologies, to call clients with recall instructions.

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

Yes

16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

No.

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): Sysco Food Services San Francisco

Signature of Bidder's Authorized Representative: 

Date of Signing: 8-7-24

Print Name & Title of Authorized Representative: Christopher Medina- Contract and Bids Manager

Phone Number: 510-602-8159

Email: SFBIDS@SYSCO.COM

References - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current school district References requiring multiple deliveries per week. An unresponsive reference will not be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

| | |
|---|---|
| School District | Hayward USD |
| Contact Person & Title | Lucky Vasquez, Director of Student Nutrition Services |
| Email | lvasquez@husd.k12.ca.us |
| Telephone Number | 510-333-7646 |
| Required Number of Deliveries per Week | 2 |

Reference #2

| | |
|---|---|
| School District | SFUSD |
| Contact Person & Title | Jennifer LeBarre, Director of Student Nutrition |
| Email | LebarreJ@sfusd.edu |
| Telephone Number | 415-241-6000 |
| Required Number of Deliveries per Week | 2 |

Reference #3

| | |
|---|--|
| School District | Santa Clara USD |
| Contact Person & Title | Karen Luna, Director of Nutrition Services |
| Email | kluna@scusd.net |
| Telephone Number | 408-423-2078 |
| Required Number of Deliveries per Week | 2 |

Non Collusion Affidavit - Attachment "8"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of Alameda

Bidder's Name Christoper Medina, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Sysco Food Services San Francisco the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

8-7-24

(Date)

Signed at (Place)

Sysco Food Services San Francisco
Bidder Name
(Person, Firm, Corp.)

Christopher Medina
Authorized Representative

5900 Stewart Ave
Address


Representative's Name

Fremont, Ca 94538
City, State, Zip

Contract and Bids Manager
Representative's Title

Please See Attached
Acknowledgment
From Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

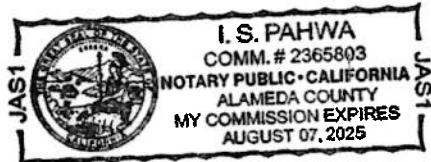
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

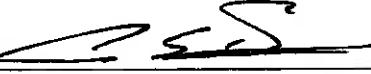
State of California)
County of Alameda)
On 08-07-2024 before me, I S. Pahwa, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Christopher Medina — o —
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws
of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.



Signature 
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Bidder's Statement Regarding Insurance Coverage - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

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

Sysco Food Services San Francisco

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Christopher Medina-Contract and Bids Manager

Name & Title of Authorized Representative

8-7-24

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

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

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

Sysco Food Services San Francisco

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Christopher Medina-Contract and Bids Manager

Name & Title of Authorized Representative

8-7-24

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

I, CHRISTOPHER MEDINA, am the CONTRACT AND BIDS MANAGER of
(Print Name) (Title)

(Bidder Name): Sysco Food Services San Francisco I declare, state and certify to all of the following:

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

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

Executed at Fremont, Ca 94538 this day of 8-7-24
(City and State) (Date)



(Signature)

Christoper Medina-Contract and Bids Manager

(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

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

CERTIFICATE

I/We hereby certify that the Sysco Food Services San Francisco (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 8-7-24

CONTRACTOR
By: 

Fingerprinting/Criminal Background Investigation Certification - Attachment "13"

TO BE SUBMITTED WITH PROPOSAL

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

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

Type text here

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

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

Dated: 8-7-24

Name: Christoper Medina

Signature: 

Title: Contract and Bids Manager

Certificate Of Independent Price Determination - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

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

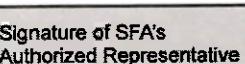
| | | |
|-----------------------------------|--|-------------|
| Sysco Food Services San Francisco | | |
| Name of Bidder | | Name of SFA |

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

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

| | | |
|---|---------------------------|--------|
|  | Contract and Bids Manager | 8-7-24 |
| Signature of Bidder's Authorized Representative | Title | Date |

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

| | | |
|---|---------------------------|--------|
|  | Contract and Bids Manager | 8-7-24 |
| Signature of SFA's Authorized Representative | Title | Date |

Suspension and Debarment Certification - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Christoper Medina

Contract and Bids Manager

Printed Name

Title



Signature

8-7-24

Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

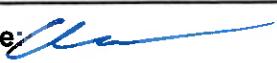
- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

| | | | |
|---|--|-------------------|------------------------|
| Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: | | Agreement Number: | |
| Address of School Food Authority: | | | |
| Printed Name and Title of Submitting Official: | | Signature | Date: |
| OR | | | |
| Name of Vendor: Sysco Food Services San Francisco | | | |
| Printed Name and Title: Christopher Medina- Contract and Bids Manager | | Signature | Date: 8-7-24 |

****NOTHING TO REPORT***

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|--|--|
| 1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award | 3. Report Type: a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____ |
| 4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known: | | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 6. Federal Department/Agency: | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ |
| 8. Federal Action Number, if known: | | 9. Award Amount, if known: \$ _____ |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | | 10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | Signature:  Print Name: Christopher Medina Title: Contract and Bids Manager Telephone No.: 510-602-8159 Date: 8-7-24 |
| Federal Use Only | | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) |

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

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

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

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

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

OPTION #1: CERTIFICATION

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

| | |
|--|--|
| Vendor Name/Financial Institution (printed) Sysco Food Services San Francisco | BTRC (or n/a) |
| By (Authorized Signature)  | |
| Print Name and Title of Person Signing Christopher Medina-Contract and Bids Manager | |
| Date Executed 8-7-24 | City Approval (Signature) (Print Name) |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval. Type text here

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

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH BID

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Oaklnad Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

Sysco Food Services

I/we, San Francisco, certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon and pre-approved by Alum Rock Union Elementary Unified School District.



Signature

8-7-24

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

Good Food Purchasing Resolution - Attachment "19"

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "20"

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: 8-7-24

Name of bidding company: Sysco Food Services San Francisco

Name and title of representative signing: Christopher Medina- Contract and Bids Manager

Signature: 

China Prohibition Certification - Attachment "21"
TO BE SUBMITTED WITH PROPOSAL

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we _____, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Alum Rock Union Elementary Unified School District for use in their school meal programs and paid for by federal funds.

Printed Name and Title of Person Signing

Signature

Date



January 4th, 2024

TASTY BRANDS BUY AMERICAN STATEMENT

I hereby certify that Tasty Brands products are wholly manufactured in the United States.

Signed,

A handwritten signature in black ink that reads "Kelly Ilardo".

Kelly Ilardo
QA & Regulatory Manager
Tasty Brands

The information in this document is confidential. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior consent of the directors of Tasty Brands ("the Company"). A recipient may not solicit, directly or indirectly (whether through an agent or otherwise) the participation of another institution or person without the prior approval of the directors of the Company.



BUY AMERICAN CERTIFICATION

E S FOODS PRODUCTS

The Buy American provision defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. For foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Please refer to 7 CFR 210.2 for full definitions and USDA-FNS memo SP-24-2016 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program for additional information.

I certify that E S Foods products meet “Buy American” provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 for the United States Department of Agriculture Child Nutrition as well as the “Buy American Act” (1993) under the North American Free Trade Agreement.

| | | |
|------------------------------|--------------------------------|-------------------|
| Manufacturer Name: | E S Foods | |
| Manufacturer Representative: | Natalia Castro | |
| Title: | Technical Services/QA Director | |
| Signature: | N. Castro. | Date: 03/18/22 |

Undesirable Ingredients List (Source: Eat Real) - Appendix A

| Ingredient Category | Ingredient Name |
|--|--|
| Artificial Sweetener & Other Sugar-Free Sweeteners | acesulfame-K (acesulfame potassium) |
| Emulsifier | acetylated esters of mono and diglycerides |
| Anti-caking Agent | aluminum calcium silicate |
| Flour Treatment Agents | ammonium chloride |
| Artificial Flavors | artificial flavors |
| Artificial Sweetener & Other Sugar-Free Sweeteners | aspartame |
| Flour Treatment Agents | Azodicarbonamide (ADA) |
| Artificial Preservatives | benzoates (general term) |
| Artificial Preservatives | benzoic acid |
| Flour Treatment Agents | benzoyl peroxide |
| Artificial Preservatives | BHA (butylated hydroxyanisole) |
| Artificial Preservatives | BHT (butylated hydroxytoluene) |
| Flour Treatment Agents | bleached flour |
| Artificial Food Coloring | blue 1 (FD&C Blue No. 1) |
| Artificial Food Coloring | blue 2 (FD&C Blue No. 2) |
| Flour Treatment Agents | bromated flour (general term) |
| Emulsifier | brominated vegetable oil (BVO) |
| Flour Treatment Agents | calcium bromate |
| Artificial Preservative | calcium disodium EDTA |
| Flour Treatment Agents | calcium peroxide |
| Phosphates | calcium phosphates |
| Artificial Preservative | calcium propionate |
| Artificial Sweetener & Other Sugar-Free Sweeteners | calcium saccharin |
| Artificial Preservative | calcium sorbate |
| Dough Conditioner | calcium stearoyl-2-lactylate |
| Fat Substitute | caprocaprylolenin |
| Artificial Food Coloring | caramel Color CL 3-4 |
| Artificial Food Coloring | certified colors (synthetic colors, FD&C colors) |
| Artificial Food Coloring | citrus Red 2 (Citrus Red No. 2) |
| Colorings (naturally derived) | cochineal extract/carmine |

| | |
|--|---|
| Dough Conditioner | cysteine (l-cysteine, l-cysteine hydrochloride) |
| Emulsifier | DATEM (Diacetyl tartaric and fatty acid esters of mono and diglycerides) "Panodan is the brand name |
| Emulsifier | dioctyl sodium sulfosuccinate (DSS) |
| Artificial Preservative | disodium calcium EDTA (calcium disodium EDTA) |
| Artificial Preservative | disodium dihydrogen EDTA |
| Flavor Enhancer | disodium guanylate (GMP) |
| Flavor Enhancer | disodium inosinate (IMP) |
| Anti-chelating Preservative | EDTA (Ethylenediaminetetraacetic acid) |
| Artificial Preservative | ethoxyquin |
| Artificial Flavor | ethyl vanillin |
| Artificial Preservative | ethylene oxide |
| Artificial Food Coloring | FD & C colors (food colors) |
| Artificial Food Coloring | green 3 (FD&C Green No. 3) |
| Emulsifier | hexa-, hepta-and octa-esters of sucrose (Olestra) |
| Added Sugar | high fructose corn syrup |
| Fat Substitute | hydrogenated fats |
| Flavor Enhancer | hydrolyzed proteins (vegetable, wheat, soy, wheat, etc) |
| Emulsifier | lactylated esters of mono- and diglycerides |
| Anti-foaming Agent | methyl silicon |
| Artificial Preservative | methylparaben |
| Emulsifier | micro particularized whey protein derived fat |
| Flavor Enhancer | Monosodium Glutamate (MSG, sodium glutamate) |
| Mold Inhibitor | natamycin |
| Artificial Sweetener & Other Sugar-Free Sweeteners | |
| | neotame |
| Nitrates/nitrites | nitrates/nitrites |
| Artificial Food Coloring | Orange B |
| Phosphates | Phosphoric acid |
| Poorly Digested Carbohydrate | polydextrose |
| Artificial Preservatives | potassium benzoate |
| Flour Treatment Agents | potassium bromate |
| Phosphates | potassium phosphates |
| Artificial Preservative | potassium sorbate |
| Artificial Preservative | propionates (propionic acid) |
| Artificial Preservatives | propyl gallate |
| Artificial Preservative (baking) | propylparaben |

| | |
|--|--|
| Artificial Food Coloring | red 3 (FD&C Red No. 3) |
| Artificial Food Coloring | red 40 (FD&C Red No. 40) |
| Artificial Sweetener & Other Sugar-Free Sweeteners | saccharin |
| Phosphates | sodium aluminum phosphate |
| Sulfites | sodium aluminum sulfate |
| Artificial Preservatives | sodium benzoate |
| Mold Inhibitor | sodium diacetate |
| Nitrates/nitrites | sodium nitrate/nitrite |
| Phosphates | sodium phosphates |
| Artificial Preservative (baking) | sodium propionate |
| Artificial Preservative | sodium stearoyl-2-lactylate (sodium stearoyl lactylate, SSL) |
| Artificial Preservative | sorbic acid |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sorbitol |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sucralose |
| Emulsifier | sucroglycerides |
| Fat Substitute | sucrose polyester |
| Artificial Preservative. | sulfites |
| Artificial Preservative | TBHQ (tertiary butylhydroquinone) |
| Artificial Preservative | tetrasodium EDTA |
| Caffeine/Stimulants | theobromine |
| Artificial Flavors | vanillin (synthetic only) |
| Artificial Food Coloring | yellow 5 (FD&C Yellow No. 5) |
| Artificial Food Coloring | yellow 6 (FD&C Yellow No. 6) |

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

| Item Description | Quantity | Unit | Pack Size (please provide) | Unit Description (please use blank rows if you are able to provide more than one variety of meal that meets these guidelines) | Pallet Tie Height Specifications | Price per Unit | Extended Price | Includes local ingredients? If so, name local ingredient(s). | Does Meal contain any non-USA grown ingredients (If Yes, please fill out tab labeled "TAB B: Non-USA Ingredient Details")** | Notes |
|---|----------|------|-------------------------------|---|-------------------------------------|----------------|----------------|--|---|--------|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 48 / 5.43OZ | PIZZA KIT ANYTIMERS TKY PEP WG | | \$ 1.7840 | \$ 535,187.50 | | | 10102 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 60 / 4 OZ | FRANK ALL-MEAT MINI TWIN | | \$ 1.2053 | \$ 361,600.00 | | | 142060 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / 4 OZ | BREAD FLAT WHL GRN TRKY CHZ | | \$ 1.2758 | \$ 382,750.00 | | | 150172 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / 4 OZ | WG SPLIT TOP BUN FILLED W TURKEY HAM AND AMERICAN CHEESE | | \$ 1.4011 | \$ 420,333.33 | | | 186172 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / EA | WG HOAGIE FILLED W TURKEY BREAST AND AMERICAN CHEESE | | \$ 1.2086 | \$ 362,583.33 | | | 263472 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / 4.45 OZ | SANDWICH TRKY HAM CHS WDG | | \$ 1.1331 | \$ 339,916.67 | | | 70013 |

| | | | | | | | | | | |
|--|---------|----|--------------|---|--|-----------|---------------|--|--|--------|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / 4.45 OZ | SANDWICH ITALIAN COMBO WHL GRN | | \$ 1.1581 | \$ 347,416.67 | | | 70014 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 / Ea | WG FLAT BREAD FILLED W/ DILL SEASONED HUUMMUS | | \$ 1.5882 | \$ 476,458.33 | | | 159272 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 90 / Ea | MAPLE PANCAKES FILLED WITH TURKEY HAM IW | | \$ 1.3231 | \$ 396,933.33 | | | 402090 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | MEAL KIT PBJ T&S | | \$ 3.0417 | \$ 328,500.00 | | | 61921 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | MEAL KIT TRKY CHS | | \$ 3.0417 | \$ 328,500.00 | | | 61925 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | ENTREE CHICKEN SALAD MEAL KIT | | \$ 2.6097 | \$ 281,844.00 | | | 61401 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | PEANUT BUTTER MEAL BREAK | | \$ 2.3957 | \$ 258,732.00 | | | 61402 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | TURKEY STICK MEAL BREAK | | \$ 2.6097 | \$ 281,844.00 | | | 61404 |

| | | | | | | | | | | |
|--|---------|----|--------------|-----------------------------|--|-----------|---------------|--|--|-------|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 EA | BEEF & CHS STK MEAL BREAK | | \$ 2.6097 | \$ 281,844.00 | | | 61406 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | MEAL KIT SUN BUTR | | \$ 2.6097 | \$ 281,844.00 | | | 61411 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | MEAL KIT HUMMUS | | \$ 2.6097 | \$ 281,844.00 | | | 61417 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | CHEESE STICK W/RED VEG MEAL | | \$ 2.3957 | \$ 258,732.00 | | | 61418 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | ENTREE CHEESE CUP W/SALSA | | \$ 2.6097 | \$ 281,844.00 | | | 61419 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 1 / 30 CT | MEAL KIT BEEF STICK | | \$ 2.6097 | \$ 281,844.00 | | | 61445 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 42 / 5.36 OZ | SANDWICH CHICPEA APLCINGRP | | \$ 1.1231 | \$ 121,294.29 | | | F9041 |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4oz equivalent fruit | 108,000 | ea | 42 / 4.23 OZ | SANDWICH CHICPEA BTR&CHOC | | \$ 1.1231 | \$ 121,294.29 | | | F9042 |

| Line # | Usage | SUPC | Pack | Size | Brand | Item Description | MFG# | Cust. Guar. Date | Bid Price | Special Order |
|-------------------|--------|---------|------|---------|----------|--|--------|------------------|-----------|---------------|
| PRE PACKAGED 1 | 300000 | 2758991 | 48 | 5.43OZ | TASTY B | PIZZA KIT ANYTIMERS TKY PEP WG | 10102 | 6/30/2025 | 85.63 | YES |
| PRE PACKAGED 1.1 | 300000 | 7317070 | 60 | 4 OZ | ELYSIUM | FRANK ALL-MEAT MINI TWIN | 142060 | * | 72.32 | |
| PRE PACKAGED 1.2 | 300000 | 7311595 | 72 | 4 OZ | ELYSIUM | BREAD FLAT WHL GRN TRKY CHZ | 150172 | * | 91.86 | |
| PRE PACKAGED 1.4 | 300000 | 9999999 | 72 | 4 OZ | ELYSIUM | WG SPLIT TOP BUN FILLED W TURKEY HAM AND AMERICAN CHEESE | 186172 | * | 100.88 | |
| PRE PACKAGED 1.5 | 300000 | 9999999 | 72 | EA | ELYSIUM | WG HOAGIE FILLED W TURKEY BREAST AND AMERICAN CHEESE | 263472 | * | 87.02 | |
| PRE PACKAGED 1.7 | 300000 | 2805687 | 72 | 4.45 OZ | TASTY B | SANDWICH TRKY HAM CHS WDG | 70013 | * | 81.58 | |
| PRE PACKAGED 1.8 | 300000 | 2713992 | 72 | 4.45 OZ | TASTY B | SANDWICH ITALIAN COMBO WHL GRN | 70014 | * | 83.38 | |
| PRE PACKAGED 1.10 | 300000 | 9999999 | 72 | Ea | ELYSIUM | WG FLAT BREAD FILLED W/ DILL SEASONED HUUMMUS | 159272 | * | 114.35 | |
| PRE PACKAGED 1.11 | 300000 | 9999999 | 90 | Ea | ELYSIUM | MAPLE PANCAKES FILLED WITH TURKEY HAM IW | 402090 | * | 119.08 | |
| PRE PACKAGED 2 | 108000 | 5809118 | 1 | 30 CT | EASTSID | MEAL KIT PBJ T&S | 61921 | 6/30/2025 | 91.25 | |
| PRE PACKAGED 2.1 | 108000 | 5953744 | 1 | 30 CT | EASTSID | MEAL KIT TRKY CHS | 61925 | 6/30/2025 | 91.25 | |
| PRE PACKAGED 2.9 | 108000 | 7197244 | 1 | 30 CT | ES FOODS | ENTREE CHICKEN SALAD MEAL KIT | 61401 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.10 | 108000 | 5125558 | 1 | 30 CT | EASTSID | PEANUT BUTTER MEAL BREAK | 61402 | 6/30/2025 | 71.87 | |
| PRE PACKAGED 2.11 | 108000 | 5009855 | 1 | 30 CT | EASTSID | TURKEY STICK MEAL BREAK | 61404 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.12 | 108000 | 5009709 | 1 | 30 EA | EASTSID | BEEF & CHS STK MEAL BREAK | 61406 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.14 | 108000 | 2282034 | 1 | 30 CT | ES FOODS | MEAL KIT SUN BUTR | 61411 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.15 | 108000 | 3352669 | 1 | 30 CT | EASTSID | MEAL KIT HUMMUS | 61417 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.16 | 108000 | 3223825 | 1 | 30 CT | EASTSID | CHEESE STICK W/RED VEG MEAL | 61418 | 6/30/2025 | 71.87 | |
| PRE PACKAGED 2.17 | 108000 | 3034737 | 1 | 30 CT | EASTSID | ENTREE CHEESE CUP W/SALSA | 61419 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.20 | 108000 | 7154177 | 1 | 30 CT | ES FOODS | MEAL KIT BEEF STICK | 61445 | 6/30/2025 | 78.29 | |
| PRE PACKAGED 2.21 | 108000 | 7230076 | 42 | 5.36 OZ | AMZCHKP | SANDWICH CHICPEA APLCINGRP | F9041 | * | 47.17 | |
| PRE PACKAGED 2.22 | 108000 | 7230074 | 42 | 4.23 OZ | AMZCHKP | SANDWICH CHICPEA BTR&CHOC | F9042 | * | 47.17 | |
| PRE PACKAGED 2.23 | 108000 | 7230069 | 42 | 5.36 OZ | AMZCHKP | SANDWICH CHICPEA BTR&GRPE JLY | F9040 | * | 47.17 | |
| PRE PACKAGED 3 | 350000 | NO BID | | | | | | NO BID | NO BID | |



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--------------------------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| INSURED | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA | INSURER A: Zurich American Ins Co INSURER B: American Zurich Ins Co INSURER C: Steadfast Insurance Company INSURER D: INSURER E: INSURER F: | 16535 40142 26387 |

COVERS **CERTIFICATE NUMBER:** 570107490695 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|-------------|---|-------------------------|-------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | GLO234720315 | 06/30/2024 | 06/30/2025 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | Excluded |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| | | | | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY | | | BAP 2347204 15 | 06/30/2024 | 06/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | | | | | | | | |
| | UMBRELLA LIAB | | OCCUR | | | | EACH OCCURRENCE | |
| | EXCESS LIAB | | CLAIMS-MADE | | | | AGGREGATE | |
| | DED | RETENTION | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC234719915 | 06/30/2024 | 06/30/2025 | X PER STATUTE | OTH-ER |
| A | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N | N / A | AOS WC234720115 MA, WI | 06/30/2024 | 06/30/2025 | E.L. EACH ACCIDENT | \$1,000,000 |
| C | Excess Workers Compensation | | | EWT234722214 TX Non-Subscribers SIR applies per policy terms & conditions | 06/30/2024 | 06/30/2025 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pre-Prepared Meals and Sandwich Products K-12 Meal Program For Nutrition Services, RFP No. 24-150NS. Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives and Fremont Union HSD are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Oakland Unified School District Attn: Francisco Flores 900 High Street, 2nd Floor Oakland CA 94601 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc.</i> |

Holder Identifier :

Certificate No : 570107490695





ADDITIONAL REMARKS SCHEDULE

| | |
|--|---|
| AGENCY Aon Risk Services Southwest, Inc. | NAMED INSURED Sysco San Francisco, Inc. |
| POLICY NUMBER See Certificate Number: 570107490695 | |
| CARRIER See Certificate Number: 570107490695 | NAIC CODE EFFECTIVE DATE: |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.



ADDITIONAL REMARKS SCHEDULE

Page _ of _

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Southwest, Inc. | | NAMED INSURED Sysco San Francisco, Inc. | |
| POLICY NUMBER See Certificate Number: 570107490695 | | | |
| CARRIER See Certificate Number: 570107490695 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR ANY OTHER AGREEMENT ENTERED
INTO BY YOU

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYSCO CORPORATION

Endorsement Effective Date: 06/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



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Coverage Extension Endorsement – Liability Only

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 2347204-15 | 06/30/2024 | 06/30/2025 | | 14340000 | INCL | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2)** The "insured's" name and address; and
- (3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 2347203-15

Effective Date: 06/30/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
 - 1.** Must be initially provided to us within 15 days:
 - a.** After the beginning of the policy period shown in the Declarations; or
 - b.** After this endorsement has been added to policy;
 - 2.** Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 - 3.** Must be in an electronic format that is acceptable to us; and
 - 4.** Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.** **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - 1.** Extend the Coverage Part cancellation date;
 - 2.** Negate the cancellation; or
 - 3.** Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-30-2024

Policy No. WC 2347199-15

Endorsement No.
Premium \$

Insured Sysco Corporation

American Zurich Insurance Company



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Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 2347204-15 | 06/30/2024 | 06/30/2025 | | 14340000 | INCL | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Sysco Food Safety System Overview

PROCESS FLOW OF DISTRIBUTION SUPPLY CHAIN

Receiving -> Put Away -> Storage -> Selection -> Loading -> Delivery -> Returns

HAZARD ANALYSIS AND FOOD SAFETY PREVENTIVE CONTROLS PLAN

Sysco Operating Sites have documented Hazard Analysis. The hazards include Biological, Chemical (includes Allergens and Radiological), Physical Hazards and acts of Intentional Adulteration that may be of a food safety risk to various product groupings.

A comprehensive risk-based Food Safety Preventive Controls plan based on Hazard Analysis Critical Control Point (HACCP) principles has been developed for product groupings where the likelihood and severity of each hazard is significant. The Food Safety Preventive Controls Plan is reviewed by the Global Support Center and Local Food Safety Teams annually or as needed.

There are two Critical Control Points: RECEIVING and STORAGE

PREREQUISITE PROGRAMS

Sysco Operating Sites have Prerequisite Programs in place that include Preventive Maintenance, Cross Contamination, Cross Contact (allergen), Non-Conforming Product, Pest Control, Sanitation, Temperature Control and Monitoring, Good Manufacturing Practices, Training, Recalls and Customer Complaints.

PREVENTIVE MAINTENANCE

A Preventive Maintenance Program is in place at each Operating Sites. The Preventive Maintenance Program covers the maintenance and repair of the facility, equipment and transportation vehicles and trailers.

CROSS CONTAMINATION CONTROL

Sysco Operating Sites have written Cross Contamination requirements and procedures in place. These requirements and procedures define the control steps associates must follow to minimize the risk of cross contamination from Biological, Chemical (non-allergenic) and Physical contaminants to food products.

CROSS CONTACT (ALLERGEN) CONTROL

Sysco Operating Sites have written Cross Contact (Allergen) requirements and procedures in place. These procedures and requirements define control steps associates must follow to minimize the risk of allergen contamination to food products.

NON-CONFORMING PRODUCT

Sysco Operating Sites have requirements and procedures in place to address the handling of non-conforming, damaged, wasted and returned products.

PEST CONTROL

Sysco Operating Sites have a Pest Control Program in place. The Program defines the requirements for Integrated Pest Management (IPM) strategies to prevent contamination by insect/rodent infestation and/or harborage at the Operating Sites.

Third Party Licensed Pest Control Operators are contracted at each facility as part of the IPM program. Only approved pesticides for food facilities are utilized in designated areas.

SANITATION CONTROLS

Sysco Operating Sites have written Sanitation Standard Operating Procedures and requirements in place for Facility and Vehicle Sanitation.

These written Sanitation Standard Operating Procedures and requirements define the ongoing responsibilities of Sysco's associates to ensure the Operating Sites are clean, sanitary and in good repair.

TEMPERATURE CONTROL AND MONITORING

Sysco's Food Safety System includes an Integrated Cold Chain Monitoring System that evaluates ambient air and/or direct product temperatures during Inbound Receiving, Storage and Outbound Delivery activities. From receipt to storage to delivery, temperatures are monitored to ensure Food Safety.

The HACCP Plans define specific monitoring requirements that must be followed and documented during Receiving. Sysco Branded refrigerated raw ground beef, raw chicken, fresh seafood and fresh produce are required to have a Time Temperature Recorder (TTR) with each inbound shipment. Radio Frequency (RF) enabled TTRs are used to automate the temperature data downloads and generate email notifications to better ensure this important information is gathered and reviewed by Operating Sites associates.

Refrigerated HACCP storage areas and loading docks are continuously monitored 24 hours a day/7 day a week. Automated email and cellular notifications occur when storage area air temperatures deviate from Warning and Critical alert limits. Storage temperature data is reviewed daily by a trained associate and verified weekly by a HACCP certified associate.

Trailers for delivery are pre-cooled prior to loading and temperatures are continuously monitored by the driver throughout the delivery process. A selected number of delivery routes are monitored with RF TTRs daily to evaluate temperature control during the delivery process.

GOOD MANUFACTURING PRACTICES

Written Good Manufacturing Practices (GMP) requirements are implemented at each Operating Sites. These written GMP requirements address associate cleanliness/hygiene, hand washing, food and beverage consumption, tobacco usage, cuts, illness reporting and proper food handling.

TRAINING

All Operating Site personnel, including temporary personnel and contractors, are properly trained on all Food Safety procedures and requirements prior to beginning work.

PRODUCT RECALL PROGRAM

Sysco Operating Sites have a Product Recall Program in place to ensure recalled products are removed from the market-place in a timely manner. The Program defines the required activities for inventory management, customer communication, product recovery and cost recovery.

The Recall/Traceability system's effectiveness is tested routinely through regular Recalls and Mock Recalls.

CUSTOMER COMPLAINTS

Sysco Operating Sites have procedures in place to address customer complaints that are Food Safety related.

SECURITY VULNERABILITY ASSESSMENT AND FOOD DEFENSE

Sysco Operating Sites are registered as required by the Public Health Security and Bioterrorism Preparedness Act of 2002. Sysco Operating Sites have obtained their registration numbers as required by the U.S. Food and Drug Administration (FDA) as part of the Food Safety Modernization Act (FSMA).

A Vulnerability Assessment is performed annually using the Food Defense Plan Builder on the FDA website at [FDA Food Defense Plan Builder](#). Each Operating Site has a site-specific Food Defense Plan which includes mitigation strategies for intentional adulteration. It is developed in conjunction with applicable Regulatory requirements.

The following are some examples of security measures that Sysco utilizes. The security measures may vary from site to site.

- Alarm System
- Associate Background Checks
- Associate Access Badges
- Guard Building
- Secured Lots
- Gated Entrances
- Visitor Program
- Trailer Locks & Seals

FOOD SAFETY MODERNIZATION ACT

Sysco Operating Sites have a Food Safety System in place that complies with all the rules defined in the Food Safety Modernization Act (FSMA). Each Operating Site has a Preventive Control Qualified Individual (PCQI) responsible for direct oversight of the Food Safety System.

A reanalysis of the Food Safety System is performed annually or more frequently as needed.

GFSI RECOGNIZED STANDARD CERTIFICATION

Sysco sites are audited utilizing the BRCGS's Global Standard for Storage and Distribution. Each site is re-audited/recertified on a yearly basis by Merieux NutriScience Certification LLC - certification body. This Food Safety certification program was implemented in 2015. The certificates are available at each site.

DOCUMENTS AND RECORDS

Under subpart G of Title 21 of the Code of Federal Regulation Part 117 - Current Good Manufacturing Practice, Hazard Analysis and Risk-based Preventive Controls for Human Food, food distributors are neither receiving facilities that are required to establish a supply-chain program nor suppliers, because such entities are not manufacturers/processors.

Due to the proprietary nature of the Sysco Food Safety System; documents and records are available for review onsite only at Sysco Operating Sites. Documents and Records are not available for distribution.

Certificate #

15/6102

Date of Audit

2/13/24 – 2/14/24

Certificate Issue Date

3/13/24

Date of Expiration

4/21/25

Re-audit Due Date

3/10/25

Audit Programme

ANNOUNCED

Auditor No.

20403

Certificate Traceability Reference
This certificate remains the property of
Mérieux NutriSciences Certification LLC

If you would like to provide feedback
comments on the BRCGS Standard or the
audit process directly to BRCGS, please
contact: tell.brcgs.com

Visit the BRCGS Directory
(brcgsdirectory.com) to validate the
authenticity of this certificate.

**Better Food.
Better Health.
Better World.**

Certificate

**Mérieux NutriSciences Certification LLC certify
that having conducted an audit at**

Sysco San Francisco

BRCS SITE CODE: 1442211

5900 Stewart Avenue, Fremont, CA
94538 USA

Meet the requirements set out in:

**GLOBAL STANDARD for STORAGE AND DISTRIBUTION
ISSUE 4: NOVEMBER 2020**

Has achieved grade: AA

For scope of Activities: The storage and distribution of frozen, chilled and ambient food and non-food products for foodservice, using their own transportation equipment and drivers. Products include produce, meat, poultry, seafood and a variety of ambient items.

Exclusion from Scope: Wholesale Module

Product Categories: 01 - Chilled and Frozen Food;

02 - Ambient Food;

03 - Packaging and packing materials;

04 - Consumer Products

Tom Spoden

Auditing Officer:

Mérieux NutriSciences

• 401 N. Michigan Avenue Suite 1400, Chicago, Illinois 60611
• Tel. : +1 (312) 938-5151 • www.merieuxnutrisciences.com/us



WE OFFER SATURDAY DELIVERY



PRIORITIZING STUDENT SAFETY

Student and staff safety is always first with Sysco. Saturday delivery ensures our trucks arrive when your parking lots are not full of staff and student vehicles.



PEACE OF MIND

We provide peace of mind through the use of drivers and delivery people that you know and recognize.



TEMPERATURE CONTROLLED STORAGE

Drivers will properly store temperature sensitive products in respective temperature zones (e.g. frozen products in the freezer).



CONVENIENT DELIVERY

Saturday Delivery provides the convenience of having your products available and ready on Monday morning when staff arrives.



EASY INVOICING

Our drivers will check your invoice during the delivery, and leave a copy in a pre-determined location provided by you.

Visit shop.sysco.com



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #24-150NS

PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

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

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

**Proposals Due:
August 8, 2024 at 2:00 PM PST**

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

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RFP Schedule Of Events

The following schedule will be used by the District.

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | July 12, 2024 |
| Deadline for Questions: | August 1, 2024 @ 2:00 p.m. pst |
| Deadline to Deliver Taste Testing Samples | August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601 |
| Proposal/Bid Submitted to District: | August 8, 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | August 14 -15, 2024 |
| Final Bid Award Notice: | August 21, 2024 |
| Contract Start Date: | September, 2024 |

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

The District reserves the right to amend or cancel this proposal at any time.

Proposers are responsible for viewing any new changes related to this proposal online at <https://www.ousd.org/bidopportunities>.

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

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

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

Notice to Bidders

The Oakland Unified School District ("District") is requesting submission of Proposals from qualified persons, firms, partnerships corporations, associations or professional organizations ("Bidder(s)") for the provision and delivery of Pre-Prepared Meals and Sandwiches ("Products") to the District, as further described herein.

General Information about the District

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

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

The District is seeking Proposals from qualified vendors/companies to procure and deliver products to our Central Kitchen located 2850 West St. Oakland, CA 94608. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the "Program").

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, The District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by the District in 2016, is included in this solicitation as a Reference Document, [Attachment 19].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment "20"], and must submit required completed Itemized Bid List, [Attachment "2"]. For a brief overview of the Program and data collection process, [please watch this short video](#). (Link: <https://www.youtube.com/watch?v=MxBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown ingredients to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women."

The District is seeking to:

1. Ensure that students are receiving high quality Pre-Prepared Meals and Sandwich Products,
2. Purchase high quality Pre-Prepared Meals and Sandwich Products at the best possible price,
3. Offer more Pre-Prepared Meals and Sandwich Products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Pre-Prepared Meals and Sandwich Products,
5. Partner with a Pre-Prepared Meals vendor that will provide excellent customer service.

General Requirements

Buy American Provision – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)).

According to Senate Bill 490 OUSD specifies that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Local Preference – Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

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

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Itemized Bid List for Products to be provided. Bidders submitting a RFP shall specify product 'Pack Size', 'Unit Description', 'Pallet tie height specifications', 'Price per Unit', 'Extended Price', 'Non-USA grown question' pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August, 2024 through June 30, 2025. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Itemized Bid List – The District's Itemized Bid List is attached hereto. The "Notes" section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods

and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

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

District Evaluation/Selection Process

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

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

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

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on qualifications and demonstrated competence that

include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, pre-prepared meals and sandwich products from other vendors throughout the contract if it deems necessary.

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

Protests Selection Procedure

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or

"PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

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

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

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

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

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

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

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

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

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

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal. Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the RFP.

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

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the

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

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for two (2), one-year periods for a possible total contract term of three (3) years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

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

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the

term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Taste Testing - District will require/request a sample of one case of each listed in the Bid Item List Attachment "2" for taste testing to evaluate for taste, texture, overall quality of product, appeal, consistency and nutritional value. Bidders must deliver samples to the Nutrition Services, 2850 West St. from 8:00 am - 12 pm (noon) pst on August 8, 2024. Mark and label drop of samples as: "**Attn: Chris, RFP PREPARED Samples**".

Ingredients - The District requires that meals contain no high fructose corn syrup, pork products, chocolate, or MSG. The District prefers that meals contain no nitrates or nitrites and no trans fats. The District prefers that meals contain a minimum amount of preservatives. All Pre-Prepared Meals and Sandwich Products shall meet Food & Nutrition standards set by the Department. Preference will be given to meals that contain the least possible amount of Undesirable Ingredients (Appendix A).

Variety – The District desires to have a variety of meal flavor profiles to provide to students. Preference will be given to suppliers that can provide a greater variety of meals.

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

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

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

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

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may

withdraw Proposals only by written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

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

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

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

of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.

5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Pre-Prepared Meals and Sandwich Products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required.

Awarded vendor(s) will be required to make direct deliveries to one (1) site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases.

2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests one (1) delivery per week that are not yet determined but will be Monday-Friday

| OUSD Delivery Location | | | | |
|-------------------------------|-------------------------------------|------------------------|-------------------------|-------------------------------|
| Location | Address | Delivery Times | Preferred Delivery Days | Number of Deliveries Per Week |
| Central Manufacturing Kitchen | 2850 West Street, Oakland, CA 94601 | 5:00 am - 10:00 am pst | Monday- Friday TBD | 1 |

Proposal Submission Instructions

Proposals shall be emailed to the Procurement Department at procurement@ousd.org no later than **August, 8, 2024 at 2:00 pm. pst.**

Proposal shall be submitted with subject line: **"RFP Proposal # 24-150NS"**
***When submitting your proposal, be sure to get a ticket number or confirmation email.**

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume

responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

Proposal Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

Elysium Food Group

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Itemized Bid List (Att. 2)
- Request for Proposal Signature Page (Att. 3)
- Evaluation Criteria (Att.4)
- Food Tasting Scorecard (Att. 5)
- Vendor Questionnaire (Att. 6)
- References with 2 References (Att. 7)
- Non Collusion Affidavit (Att. 8)
- Bidder's Statement Regarding Insurance Coverage (Att. 9)
- Worker's Compensation Insurance Certification Form (Att. 10)
- Drug Free Workplace Certification (Att. 11)
- Equal Opportunity Employment (Att. 12)
- Fingerprint Clearance/Criminal Background Investigation (Att. 13)
- Certificate of Independent Price Determination (Att. 14)
- Suspension and Debarment Certification (Att. 15)
- Certification Regarding Lobbying (Att. 16)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 17)
- Buy American Certification Form (Att. 18)
- Good Food Purchasing Resolution (Att. 19)
- Good Food Purchasing Bidding Vendor Pledge (Att. 20)
- China Prohibition Certification (Att. 21)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

| Item Description | Quantity | Unit | Pack Size (please provide) | Unit Description (please use blank rows if you are able to provide more than one variety of meal that meets these guidelines) | Pallet Tie Height Specifications | Price per Unit | Extended Price | Includes local Ingredients? If so, name local Ingredient(s). | Does Meal contain any non-USA grown ingredients (if Yes, please fill out tab labeled "TAB B: Non- USA Ingredient Details")** | Notes |
|---|----------|------|-------------------------------|---|-------------------------------------|-------------------|----------------|---|--|-------|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 90 | Item# 402090,2 Maple Pancakes filled with Turkey Ham, LW (2 grain, 2 protein) | 8 x 7 | \$ 1.237 | \$ 371,160.00 | Film and Box | NO | |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 60 | Item# 142060, 6" Hot Dog Bun with 2 - 3" Mini Chicken Dogs, Bun scored in the middle to allow breaking apart into two mini 3" hot dogs (2 grain, 2 protein) | 8 x 7 | \$ 1.127 | \$ 338,100.00 | Mini Hot Dog, Bread, film and box | NO | |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 | Item# 159272,2 WG Flat bread filled w Dill seasoned Hummus (2 grain, 2 protein) | 8 x 7 | \$ 1.485 | \$ 445,500.00 | Seasoning, Film and Box | Hummus, Seasoning, Film and Box | NO |

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

| | | | | | | | | | |
|---|---------|----|----|---|-------|----------|---------------|---------------------|----|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 | Item# 263472, WG Hoagie filled w Turkey Breast and American Cheese (2 grain, 2 protein) | 8 x 7 | \$ 1.133 | \$ 339,900.00 | Bread, Film and Box | NO |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 | Item# 186172, WG Split Top Bun filled w Turkey Ham and American Cheese (2 grain, 2 protein) | 8 x 7 | \$ 1.131 | \$ 339,300.00 | Bread, Film and Box | NO |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain and protein: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - No Fruit Equivalent | 300,000 | ea | 72 | Item# 150172, WG Pita Flat filled w Turkey Breast and American Cheese (2 grain, 2 protein) | 8 x 7 | \$ 1.193 | \$ 357,900.00 | Bread, Film and Box | NO |
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4 oz equivalent fruit | 108,000 | ea | | | | | | | |

ITEMIZED BID LIST - Attachment "2" TO BE SUBMITTED WITH PROPOSAL

| | | | | | |
|---|---------|----|--|--|--|
| Frozen or shelf stable meal including ingredients that meet school supper requirements for grain, protein, and fruit: - 1 oz. equivalent grain (50% whole grain) - 2 oz equivalent protein - 4 oz equivalent fruit | 108,000 | ea | | | |
| Thaw and Serve IW sandwich 1 oz equivalent grain - 2 oz equivalent protein - NO pork, NO top 12 allergens, NO msg, NO high fructose corn syrup | 350,000 | ea | | | |

No additives or preservatives or artificial ingredients (See Appendix A: Undesirable Ingredients List). No high fructose corn syrup, pork, chocolate, or MSG.

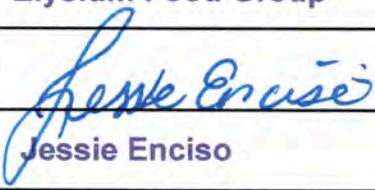
**According to Senate Bill 490 OUSD must specify that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

- 1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.**
- 2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.**
- 3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.**

An "Agricultural food product" means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

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

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.

| | |
|-------------------------------------|--|
| Company Name | Elysium Food Group |
| Signature of Company Official |  |
| Name of Signer | Jessie Enciso |
| Title of Signer | National Bid Manager |
| Email Address | je@EFGfoods.com |
| Complete Mailing Address | 13613 Central Ave. |
| City, State, Zip | Chino, CA 91710 |
| Phone Number | 562-305-0962 |
| Date | 08/02/2024 |
| Minimum Dollar Amount for Delivery | \$ |
| <input checked="" type="checkbox"/> | Check if no minimum dollar amount for delivery is required. |
| Minimum Case Amount for Delivery | 224 cases |
| <input type="checkbox"/> | Check if no minimum case amount for delivery is required. |

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

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|--|--|---|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Nitrate and Nitrite Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free | - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free | - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |

| | | | |
|-----------------------------|---|--|------------|
| | <p>identify best priced seasonal products.</p> <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p> | | |
| Safety Records and Controls | <p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin.</p> <p>Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</p> <p>0 Points: Unable to meet or provide above specified criteria.</p> | <ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |
| Local Geographic Preference | <p>100% of Max Points: Ability to provide California grown ingredients.</p> <p>0 Points: Unable to provide California grown ingredients.</p> | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | <p>100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List</p> | Itemized Bid List | 5 |
| Undesirable Ingredients | <p>100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list</p> <p>0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 120 |

Food Tasting Scorecard - Attachment "5"

| Points of Item to Overall Score | Item Being Scored | Evaluation Criteria | Vendor Score |
|---------------------------------|-------------------|--|--------------|
| 5 | Flavor | Bidder will submit product sample to evaluate flavor profile | |
| 5 | Appearance | Product will be evaluated for product appearance that will be appealing to students | |
| 5 | Color | Product will be evaluated on color that will be appealing to students | |
| 5 | Aroma | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Texture | Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students | |
| 25 Points | Total | | |

By signing this, I acknowledge that I have reviewed OUSD's Evaluation Criteria and Food Tasting Scorecard.

Name of Bidder (Person, Firm, or Corporation): Elysium Food Group

Signature of Bidder's Authorized Representative: Jessie Eraso

Date of Signing: 08/02/2024

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

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

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) **X Yes** **No**
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe? **Yes**
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. **X** We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. **X** Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders? **21 days**
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? **Yes**
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business? **6 years**
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain. **No**
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? We will contact customer by email within 72 hours of them placing the order if there is a substitution situation. **For potential shortages, we will contact the customer by email as soon as possible along with providing solutions, substitutions.**
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery? **4 pallet minimum order delivery**

13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? **Over 40 school districts**

14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? **Product Recall Procedure is included.**

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met? **Yes**

16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods? **No**

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): **Elysium Food Group, LLC**

Signature of Bidder's Authorized Representative: *Lindsey Ginder*

Date of Signing: **08/02/24**

Print Name & Title of Authorized Representative: **Lindsey Ginder**

Phone Number: **909-305-9100**

Email: **Sales@EFGFoods.com**

References - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

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

Reference #1

| | |
|---|--|
| School District | Sacramento City USD |
| Contact Person & Title | Karen Weber, Procurement and Warehouse Manager |
| Email | karen-weber@scusd.edu |
| Telephone Number | (916)395-5600 Ext: 460027 |
| Required Number of Deliveries per Week | 1 per month |

Reference #2

| | |
|---|--|
| School District | Fresno USD |
| Contact Person & Title | Angelina Orozco, Buyer III |
| Email | angelina.orozco@fresnounified.org |
| Telephone Number | (559) 457-6293 |
| Required Number of Deliveries per Week | 1 per Month |

Reference #3

| | |
|---|---|
| School District | Pittsburgh Public Schools |
| Contact Person & Title | Malik Hamilton, Interim Director of Food Service |
| Email | mhamilton1@pghschools.org |
| Telephone Number | (412) 529-3324 |
| Required Number of Deliveries per Week | 1 per month |

Non Collusion Affidavit - Attachment "8"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California San Bernardino
County of San Bernardino

Bidder's Name Jon Sugimoto, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Elysium Food Group the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

08/02/2024
(Date)

Chino, CA
Signed at (Place)

Elysium Food Group
Bidder Name
(Person, Firm, Corp.)

Jon R. Sugimoto
Authorized Representative

13613 Central Ave.
Address

Jessie Enciso
Representative's Name

Chino, CA 91710
City, State, Zip

National Bid Manager
Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

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

Elysium Food Group

Name of Bidder (Person, Firm, or Corporation)

Jessie Enciso

Signature of Bidder's Authorized Representative

Jessie Enciso, National Bid Manager

Name & Title of Authorized Representative

08/02/2024

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

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

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

Elysium Food Group

Name of Bidder (Person, Firm, or Corporation)

Jessie Enciso

Signature of Bidder's Authorized Representative

Jessie Enciso, National Bid Manager

Name & Title of Authorized Representative

08/02/2024

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

I, Jessie Enciso, am the National Bid Manager of
(Print Name) (Title)

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

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

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

Executed at Chino, CA this day of 08/02/2024
(City and State) (Date)

Jessie Enciso
(Signature)

Jessie Enciso
(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment "12"

TO BE SUBMITTED WITH PROPOSAL

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

CERTIFICATE

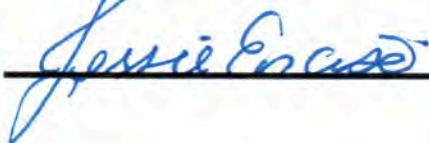
I/We hereby certify that the Elysium Food Group (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 08/02/2024

Jessie Enciso

CONTRACTOR

By:



Fingerprinting/Criminal Background Investigation Certification - Attachment "13"

TO BE SUBMITTED WITH PROPOSAL

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

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

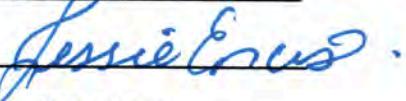
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).)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

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

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

Dated: 08/02/2024

Name: Jessie Enciso

Signature: 

Title: National Bid Manager

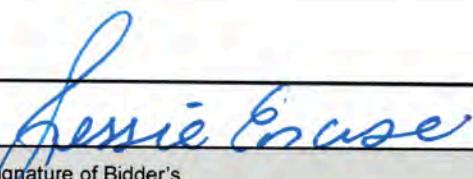
Certificate Of Independent Price Determination - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

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

| | | |
|--------------------|--|-------------|
| Elysium Food Group | | |
| Name of Bidder | | Name of SFA |

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

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

| | | |
|---|----------------------|------------|
|  | National Bid Manager | 08/02/2024 |
| Signature of Bidder's Authorized Representative | Title | Date |

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

| | | | |
|--|-------|--|------|
| | | | |
| Signature of SFA's Authorized Representative | Title | | Date |

Suspension and Debarment Certification - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Oakland USD

Name of School Food Authority

24-150NS

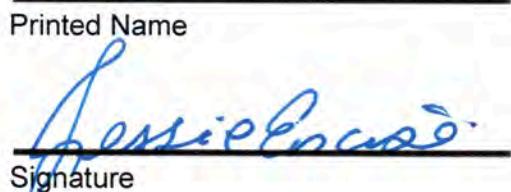
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Jessie Enciso

Printed Name

Signature



National Bid Manager

Title

08/02/2024

Date

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

| | | |
|---|-------------------|----------------------------|
| Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: | Agreement Number: | |
| Address of School Food Authority: | | |
| Printed Name and Title of Submitting Official: | Signature | Date: |
| OR | | |
| Name of Vendor: Elysium Food Group | | |
| Printed Name and Title: Jessie Enciso, National Bid Manager | Signature | Date: 08/02/2024 |

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|--|---|--|
| <p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year _____ quarter _____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p>____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> |
| <p>6. Federal Department/Agency:</p> | | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> |
| <p>8. Federal Action Number, if known:</p> | | <p>9. Award Amount, if known: \$ _____</p> |
| <p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> | | <p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | | <p>Signature: <i>Jessie Enciso</i></p> <p>Print Name: Jessie Enciso</p> <p>Title: National Bid Manager</p> <p>Telephone No.: (909) 305-9100</p> <p>Date: 08/02/2024</p> |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p> |

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

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

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

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

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

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

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

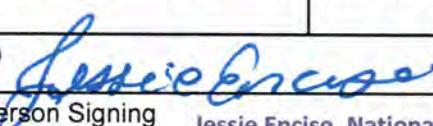
The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

| | |
|--|--|
| Vendor Name/Financial Institution (printed) Elysium Food Group | BTRC (or n/a) |
| By (Authorized Signature)  | |
| Print Name and Title of Person Signing Jessie Enciso, National Bid Manager | |
| Date Executed 08/02/2024 | City Approval (Signature) (Print Name) |

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH BID

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

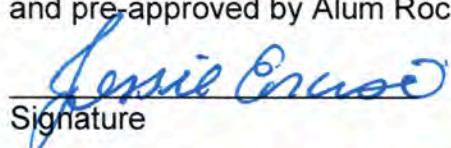
"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Oakland Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

Elysium Food Group

I/we, _____, certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon and pre-approved by Alum Rock Union Elementary Unified School District.


Signature

08/02/2024

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

Good Food Purchasing Resolution - Attachment "19"

**RESOLUTION
OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
Resolution No. 1617-0079**

**Oakland Unified School District
District Commitment - Good Food Purchasing Policy/Program**

WHEREAS, the Oakland Unified School District ("OUSD" or "District") procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland's Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland ("RSLO") Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO's recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD's healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment "20"

TO BE SUBMITTED WITH PROPOSAL

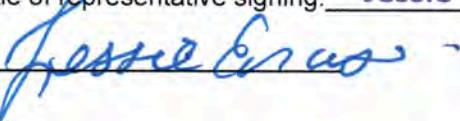
Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District's commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: 08/02/2024

Name of bidding company: Elysium Food Group

Name and title of representative signing: Jessie Enciso, National Bid Manager

Signature: 

China Prohibition Certification - Attachment "21"

TO BE SUBMITTED WITH PROPOSAL

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

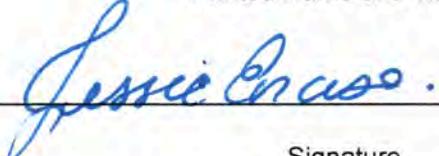
To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we Jessie Enciso, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Alum Rock Union Elementary Unified School District for use in their school meal programs and paid for by federal funds.

Jessie Enciso, National Bid Manager

Printed Name and Title of Person Signing



Signature

08/02/2024

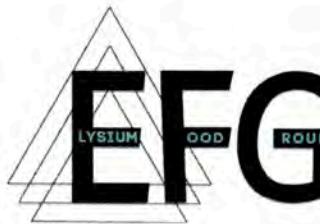
Date

Undesirable Ingredients List (Source: Eat Real) - Appendix A

| Ingredient Category | Ingredient Name |
|--|--|
| Artificial Sweetener & Other Sugar-Free Sweeteners | acesulfame-K (acesulfame potassium) |
| Emulsifier | acetylated esters of mono and diglycerides |
| Anti-caking Agent | aluminum calcium silicate |
| Flour Treatment Agents | ammonium chloride |
| Artificial Flavors | artificial flavors |
| Artificial Sweetener & Other Sugar-Free Sweeteners | aspartame |
| Flour Treatment Agents | Azodicarbonamide (ADA) |
| Artificial Preservatives | benzoates (general term) |
| Artificial Preservatives | benzoic acid |
| Flour Treatment Agents | benzoyl peroxide |
| Artificial Preservatives | BHA (butylated hydroxyanisole) |
| Artificial Preservatives | BHT (butylated hydroxytoluene) |
| Flour Treatment Agents | bleached flour |
| Artificial Food Coloring | blue 1 (FD&C Blue No. 1) |
| Artificial Food Coloring | blue 2 (FD&C Blue No. 2) |
| Flour Treatment Agents | bromated flour (general term) |
| Emulsifier | brominated vegetable oil (BVO) |
| Flour Treatment Agents | calcium bromate |
| Artificial Preservative | calcium disodium EDTA |
| Flour Treatment Agents | calcium peroxide |
| Phosphates | calcium phosphates |
| Artificial Preservative | calcium propionate |
| Artificial Sweetener & Other Sugar-Free Sweeteners | calcium saccharin |
| Artificial Preservative | calcium sorbate |
| Dough Conditioner | calcium stearoyl-2-lactylate |
| Fat Substitute | caprocapryl behenin |
| Artificial Food Coloring | caramel Color CL 3-4 |
| Artificial Food Coloring | certified colors (synthetic colors, FD&C colors) |
| Artificial Food Coloring | citrus Red 2 (Citrus Red No. 2) |
| Colorings (naturally derived) | cochineal extract/carmine |

| | |
|--|---|
| Dough Conditioner | cysteine (l-cysteine, l-cysteine hydrochloride) |
| Emulsifier | DATEM (Diacetyl tartaric and fatty acid esters of mono and diglycerides) "Panodan is the brand name |
| Emulsifier | diethyl sodium sulfosuccinate (DSS) |
| Artificial Preservative | disodium calcium EDTA (calcium disodium EDTA) |
| Artificial Preservative | disodium dihydrogen EDTA |
| Flavor Enhancer | disodium guanylate (GMP) |
| Flavor Enhancer | disodium inosinate (IMP) |
| Anti-chelating Preservative | EDTA (Ethylenediaminetetraacetic acid) |
| Artificial Preservative | ethoxyquin |
| Artificial Flavor | ethyl vanillin |
| Artificial Preservative | ethylene oxide |
| Artificial Food Coloring | FD & C colors (food colors) |
| Artificial Food Coloring | green 3 (FD&C Green No. 3) |
| Emulsifier | hexa-, hepta-and octa-esters of sucrose (Olestra) |
| Added Sugar | high fructose corn syrup |
| Fat Substitute | hydrogenated fats |
| Flavor Enhancer | hydrolyzed proteins (vegetable, wheat, soy, wheat, etc) |
| Emulsifier | lactylated esters of mono- and diglycerides |
| Anti-foaming Agent | methyl silicon |
| Artificial Preservative | methylparaben |
| Emulsifier | micro particulate whey protein derived fat |
| Flavor Enhancer | Monosodium Glutamate (MSG, sodium glutamate) |
| Mold Inhibitor | natamycin |
| Artificial Sweetener & Other Sugar-Free Sweeteners | neotame |
| Nitrates/nitrites | nitrates/nitrites |
| Artificial Food Coloring | Orange B |
| Phosphates | Phosphoric acid |
| Poorly Digested Carbohydrate | polydextrose |
| Artificial Preservatives | potassium benzoate |
| Flour Treatment Agents | potassium bromate |
| Phosphates | potassium phosphates |
| Artificial Preservative | potassium sorbate |
| Artificial Preservative | propionates (propionic acid) |
| Artificial Preservatives | propyl gallate |
| Artificial Preservative (baking) | propylparaben |

| | |
|--|--|
| Artificial Food Coloring | red 3 (FD&C Red No. 3) |
| Artificial Food Coloring | red 40 (FD&C Red No. 40) |
| Artificial Sweetener & Other Sugar-Free Sweeteners | saccharin |
| Phosphates | sodium aluminum phosphate |
| Sulfites | sodium aluminum sulfate |
| Artificial Preservatives | sodium benzoate |
| Mold Inhibitor | sodium diacetate |
| Nitrates/nitrites | sodium nitrate/nitrite |
| Phosphates | sodium phosphates |
| Artificial Preservative (baking) | sodium propionate |
| Artificial Preservative | sodium stearoyl-2-lactylate (sodium stearoyl lactylate, SSL) |
| Artificial Preservative | sorbic acid |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sorbitol |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sucralose |
| Emulsifier | sucroglycerides |
| Fat Substitute | sucrose polyester |
| Artificial Preservative. | sulfites |
| Artificial Preservative | TBHQ (tertiary butylhydroquinone) |
| Artificial Preservative | tetrasodium EDTA |
| Caffeine/Stimulants | theobromine |
| Artificial Flavors | vanillin (synthetic only) |
| Artificial Food Coloring | yellow 5 (FD&C Yellow No. 5) |
| Artificial Food Coloring | yellow 6 (FD&C Yellow No. 6) |



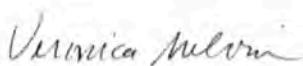
Elysium Food Group Quality and Food Safety HACCP Plan

Elysium Food Group has a proactive Quality Assurance/Quality Control Department whose responsibility is to ensure the product quality from the receipt of ingredients to shipment of finished product. EFG operates under a HACCP food safety program to comply with USDA regulations. Essentially, HACCP makes sure we absolutely minimize and control any food safety risks. Our HACCP Plan addresses the production of Ready to eat turkey, cheese sandwiches in the facilities producing Elysium Food Group products.

Management is committed to reviewing the food safety and quality systems on a regular basis, and making improvements as necessary.

Listed below is a brief overview of our programs:

- Plan is a process and product description, a process flow diagram, and a Hazard analysis and HACCP Plan. Critical Control Points are monitored and verified on an on-going basis. Records maintained by Quality Control Department in the Quality Assurance office and kept on file for two years.
- Approved Supplier Program - requires specific performance standards and program support documentation from our suppliers
- Product identification program, which enables us to track ingredients, packaging and final product through our process and to the first ship destination
- Internal Audit program. Monthly audits are performed in all process areas, and corrective actions for findings must be completed and documented.
- Good Manufacturing Practices (GMP) program. Complies with federal, state and local regulations. All employees are given annual refresher training.
- The Quality Control technicians constantly monitor the products throughout the process. Extensive documentation is maintained.
- We have a detailed Product Recall Program. In the unlikely event of having to retrieve product, we have systems and procedures in place. The program includes everything from customer notification to final disposition. These systems and procedures are tested and documented throughout the year.



Veronica Vera
Product Compliance & Quality Assurance Manager
Elysium Food Group
Cell: (909) 843-0133.

Product Recall

Elysium Food Group has a primary objective of supplying products which meet all quality, safety, and legal requirements to our customers. Despite all the precautions we take, it can happen that a product is distributed that is subsequently found to be unfit for use. Elysium Food Group will assess the amount and type of product that is implicated in a recall. In such an event Elysium Food Group must act quickly to:

- A. Protect the public health from products that are adulterated or misbranded.
- B. Comply with the regulations as required by 9 CFR 418 and 21 CFR 7 -*Written Recall Plan*.
- C. Regain or improve Elysium Food Group's reputation.

The plan will specify how the company will determine the scope of the implicate product for various scenarios and contingencies.

Goal: To ensure that any product produced that violated regulatory requirements are corrected and removed from commerce.

Terminology

- A **Recall** - Elysium Food Group removal or correction of a marketed product from commerce when there is reason to believe that such products are adulterated or misbranded under the provisions of the FMIA, PPIA or FD&C Act.
- B **Recall Determination** - A recall determination is an assessment that Elysium Food Group makes in deciding that the products violated FDA or USDA regulation and determine whether a market recall is needed.
- C **Market Withdrawal** - Elysium Food Group removal or correction on its own initiative of a distributed product that involves a minor company quality program or regulatory program infraction that would not result in the product being adulterated or misbranded.
 - 1. For example - Product does not meet the quality standards because of discoloration. **Stock**
- D **Recovery** - Elysium Food Group removal or correction of the product that has not been in commerce or that has not left the direct control of the firm.
 - 2. For example - Product is located in EFG'S warehouse and under EFG's control.
- E **Recall Classification** - The numerical designation, i.e. I, II, or III assigned by USDA and FDA to particular product recall to indicate the relative degree of health hazard presented by the product being recalled or considered for recall.
- F **Public Warning**-To alert the public that a product being recalled presents an serious health hazard.
- G **Public Notification of Recalls** - FDA or USDA promptly makes available to the public in the weekly FDA or USDA Enforcement Report a descriptive listing of each new recall according to the classification.
- H **Confidential Commercial Information** - Commercial or financial information that is privileged or confidential means valuable data or information which is used in one's business and is of a type held in strict confidence or regarded as privileged not disclosed to any member of the public by the person to whom it belongs.

Requirements of a Successful Recall Procedure

- A **Planning ahead:** A successful recall procedure depends on planning the recall management well before a problem occurs.
- B **Acting quickly:** Time is critical in the recall process. The implementation of a recall is fast and effective once the recall decision is made.
- C **All affected products are identified:** The entire scope of the problem is identified, eliminated, or minimized.
- D **Effective communication during a recall:** All responsibilities for internal and external communication are clearly specified to assure a rapid and appropriate response.
- E **Public notification:** Depending on the recall classification, it may be necessary to notify the public of the recall through press releases and specialized media.
- F **Recall Assessment:** Post-recall assessment is extremely important in determining the effectiveness of the recall plan in order to improve the efficacy of potential future recalls.
- G **Simulated Recall Exercise:** The effectiveness of the Recall Procedure will be evaluated through simulated recalls, a minimum of annually. Details of the recall will be documented on QC060 or QC065 forms. The recall exercise must be completed in four hours or less, including a Mass Balance.
- H **Confidentiality:** A high degree of discretion must be maintained by all participants involved in the product recall process. Unnecessary adverse publicity for Elysium Food Group must be avoided.

Recall Classification

| Class | Definition | Examples |
|-------|---|--|
| I | This is a health-hazard situation where there is a reasonable probability that the use of the product will cause serious, adverse health consequences or death. | Meat contaminated with <i>L. monocytogenes</i> in a ready-to-eat food product; undeclared allergens such as milk, soy or eggs and consumer health is at risk. |
| I | This is a health-hazard situation where there is a remote probability of adverse health consequences from the use of the product. | Presence of FD&C Yellow #5 dye in candy. Presence of dry milk as an ingredient in sausage without mention of the dry milk on the label - cause a milder human reaction. |
| II | This is a situation where the use of the product will not cause adverse health consequences. | A package containing fewer or lower weight products than shown on the package label or improperly labeled processed meat in which added water is not listed on the label as required by federal regulations. |

I. Depth of Recalls - The level of product distribution to which the recall is extend:

- A. **Controlled Product Recovery** - Products which have to be withdrawn are in the production plant, in transit or in company warehousing. It is not at the customer or retail level.



- B **Retail Level Removal** - Suspect product is already at retail level, but there is no risk to the consumer. The product is removed from warehousing, not from retail shelves.
- C. **Retail removal** - Product needs to be removed from the retail shelves, but public
- D notification is not required.
- . **HRI Level** - The product has been received by hotels, restaurants, and other institutional customers.

Public recall - Recall is at the consumer level. A public recall is required when the recall is assessed as class I or possibly Class II, defined in Recall Classifications.

Scope of Recall

- F. Any notification who will immediately meet with the Quality Assurance Director (also the Recall Coordinator) and Plant Manager.
EFG will assess the amount and type of product that is implicated in a recall.
- G When the problem involves pathogenic microbial contamination, the recall should include all products produced under a single HACCP IHARPC plan between performance of complete cleaning and sanitizing procedures. However, the act of sanitation does not necessarily define the scope of all product removal actions. For instance, with E. coli, EFG will also consider the use of source materials. Some examples of how to define the scope of product removal actions include:
 - H 1. Cross contamination of product with allergenic ingredients.
 - 2. Use of an incorrect label; or
 - 3. RTE product contaminated with L. monocytogenes.
- I Other Factors to Consider
 - 1. Coding of Product.
 - 2 Pathogen of concern.
 - . Processing and packaging.
 - 4 Equipment.
 - . HACCP/HARCP plan monitoring and verification activities (including
 - 5 microbiological testing);
 - . SSOP records; and

Whether some or all of the products controlled the scope of the implicated product for various scenarios and contingencies.



Recall Committee and Responsibilities

| Names& Contacts | Title | Responsibilities |
|-------------------------------------|----------------------|--|
| Lindsey Ginder (813) 981-2022 | Operations | <ul style="list-style-type: none"> Establish Crisis Management meeting Determine Recall Level Determine Recall Level Outline communication details to customers/vendors Notify local FSIS District Office (DO) (after current FSIS officer has been contacted) Media Coordinator (if necessary) Media Coordinator (if necessary) |
| Veronica Vera (909) 843-01-33 | Manager | <ul style="list-style-type: none"> Inform Recall Team members Determine course of action Recall Call Information Checklist owner: Form QC 064 & Form QC 066 Collect shipment history: Forms QC 060 (Product) and/or QC065 (Ingredient) Forward information to Recall Team Members |
| Lindsey Ginder (813) 981-2022 | Operations | <ul style="list-style-type: none"> Contact Current Food Safety Inspection Service (FSIS) Officer on patrol Notify Certifying Body of recall (BRC/NSF) Determine needs for Hold Tags: Form QC 034 |
| Joe Hernandez (626) 367-8470 | Sanitation | <ul style="list-style-type: none"> Coordinate disposal of product(s) |
| Jasmine Stepanyan (818) 588-0467 | Cold Storage Manager | <ul style="list-style-type: none"> Verify inventory if necessary Secure all product as necessary Retrieve all product as necessary Apply Hold Tags as necessary Verify inventory if necessary |
| Susan Cho (813) 981-2022 | Procurement | <ul style="list-style-type: none"> Retrieve Distribution Logs as necessary Establish Recall Advisory - Vendor Log form QC 062 Contact any affected Vendors Organize retrieval of any affected products or ingredients |
| Veronica Vera (909) 843-01-33 | Manager | <ul style="list-style-type: none"> Write any required letters to customers and vendors: Form QC 061 Retrieve production documents as necessary |
| Jessie Enciso (909) 843-01-33 | National Bid Manager | <ul style="list-style-type: none"> Retrieve Distribution Logs as necessary Contact Sales Representatives Contact Customers Establish Recall Advisory- Customer Log form QC 063 |

Trade Secret/Confidential Commercial Information:

This document is exempt from disclosure pursuant to the Freedom of Information Act 5 U.S.C. §552 {b} (4)



Finished Product Recall Procedure

Product recall may be voluntary, or initiated by any Governmental Authorities such as the USDA and/or the FDA.

- A Using form QC 064, the following information must be collected:
 - 1 Name of person collecting information
 - . Date and Time
 - 2 Ingredient Code
 - . Product Description
 - 3 Lot Number
 - . Reason for Recall (detailed information)
 - 4 Person Contacted information
 - . Date and Time of call
- B The Recall Team will meet to classify the recall level. After the meeting the Recall Coordinator will do the following:
 - 1. Retrace Elysium Food Group's product using lot numbers documented on the Distribution Log, form QC 040 by recording the process on Form QC 060 Elysium Food Group Product Recall and/or Form QC 065 Ingredient Recall.
- C Determine course of action for customer to follow:
 - 1. Hold product according to their Hold Procedure
 - 2. Instructions for Elysium Food Group pick-up
 - 3. Product destruction (if applicable)
- D Inform Recall Team with the following information:
 - 1 Item code
 - . Lot number
 - 2 Quantity delivered
 - . List of Customers
 - 3 Reason for Recall
 - . Handling Instructions
 - 4 Call Vendors and/or Customers
- E If an ingredient is the reason for the recall, the vendor must be called first, using Form QC062 Recall Advisory Vendor Log to record the process.
- F For Customers, call using Form: QC063 Recall Advisory Customer Log to record the process.

(If instructed by Recall Coordinator, vendors and/or customers must be informed that they will receive a notification letter)

Recall Communication

The health and safety of our employees and the public is our highest priority. As such, we have developed various communication methods to inform suppliers, consignees, and consumers about any product recalls we have been involved in. All of our communications will convey the following information:

- A. If the product is subject to recall.
- B. If further distribution or use of any remaining product should cease immediately.
- C. If the direct consignee should, in turn, notify its consignees that received the product about the recall;
- D. Instructions on what do with the product: and

Recall Communication Implementation

Elysium Food Group will attempt to contact all of our customers via the following methods (in this particular order) until a point of contact receives and acknowledges our communication:

- 1 Telephone;
- . E-mail; and
- 2 Fax.

In addition, all customers shall be contacted via special delivery letters conspicuously marked (on the letter or envelope) "**URGENT- FOOD RECALL**". Follow-up communications shall be sent to customers who fail to respond to initial recall communications within 24

Any notifications of a potential recall must be handled by the Vice President of Operations, who will immediately meet with the Quality Assurance Director.

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY



CERTIFICATION EXPIRATION DATE: April 2, 2027

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Elysium Food Group, LLC
Minority Business Enterprise (MBE)

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998.

VON: 24000270

DETERMINATION DATE: April 2, 2024



Elysium Food Group - Product Specification - BREAKFAST SANDWICH

PRODUCT
CODE:

402090

MAPLE PANCAKE SANDWICH WITH TURKEY HAM

Deli Turkey Ham on Whole Grain Maple Pancakes, IW

Packaging Specifications:

| | | | | | |
|--------------|-----------|----------------|--------|----------------|--------------------|
| Portion Size | 4.8 oz | Case Count | 90 | Cases/Pallet | 56 |
| Net Case Wt. | 27 lbs | Gross Case Wt. | 28 lbs | Pallet Ti-Hi | 8 x 7 |
| Pallet Wt. | 1,282 lbs | Case Cube | 1.19 | Case Dimension | 19.6 x 11.75 x 8.9 |
| | | | | | |

Product Formulation Statement for Grains – Crediting Based on Grams of Creditable Grains:

Whole Grain Maple Pancake



Does product meet whole grain-rich criteria?

Yes

Does product contain non-creditable grains?

No

FBG Group

Group C

| Description of Creditable Grain Ingredient | Creditable Grain/Portion | Gram Standard of Creditable Grains | Creditable Amount |
|--|--------------------------|------------------------------------|-------------------|
| Whole Wheat Flour | 32 g | 16 g | 2.00 |

TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: 2.00 oz.

Product Formulation Statement for Meat/Meat Alternate:

| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ingredient | Multiply | FBG Yield/ Servings Unit | Creditable Amount |
|--|--|----------|--------------------------|-------------------|
| Turkey Ham Flavored Turkey Bologna | 2.00 oz | x | 1.00 | 2.00 |

TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: 2.00 oz.

Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount |
|--------------------|-------------------------|----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |

TOTAL CREDITABLE AMOUNT (M/MA plus APP): 2.00 oz.

**WHOLE GRAIN RICH
GOOD SOURCE OF PROTEIN
REDUCED SODIUM**



Elysium Food Group - Product Specification - BREAKFAST SANDWICH

PRODUCT
CODE:

402090

MAPLE PANCAKE SANDWICH WITH TURKEY HAM

Deli Turkey Ham on Whole Grain Maple Pancakes, IW

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

| Frozen Shelf Life: | Refrigerated Shelf Life: | Handling & Heating Guidelines |
|--------------------|---|---|
| 6 Months | 24 Hours (out of case) 48 Hours (unopened sealed case) | Thaw Product: Place product on tray in a single layer. Thaw product underrefrigeration at 34 to 38 degrees F for 24 hours prior to heating. Heating Instructions: Leave product in wrapper. Cook in convection oven at 350 degrees F for 5 – 7 minutes. Place product in warmer at 170 degrees F for up to 25 minutes. |
| Temperature: | Temperature: | Discard any leftovers. Due to oven variations, the above heating instructions are to be used as guidelines. |
| -10 to 0 degrees F | 34 to 38 degrees F | |

Shelf life is reduced when the product is removed from controlled temperatures.

Do not re-serve sandwiches the following day. DO NOT REFREEZE AFTER THAWING.

Lot Coding

Each case of product is labeled with the date the product was manufactured. Example: 07-01-21 – Product was produced on July 1, 2021 & should be consumed within 6 months of that date for the highest product quality.

Ingredients

WHOLE GRAIN MAPLE PANCAKES: Whole Wheat Flour, Water, Buttermilk, Sugar, Dextrose, Soybean Oil, Baking Powder, Whole Eggs, Natural Maple Flavor (WONF) [Natural Flavors, Molasses, Malt Extract, Natural Alcohol, Natural Glycerine and Pure Maple Syrup], Salt.

CONTAINS: EGG, MILK, WHEAT

TURKEY HAM FLAVORED BOLOGNA: Turkey Thigh, Water, Isolated Soy Protein, Less than 2%: Sugar, Salt, Vinegar, Sodium Phosphate, Sodium Nitrite, Smoke Flavoring, Sodium Erythorbate.

CONTAINS: SOY

MANUFACTURED IN A PLANT THAT ALSO PROCESSES: Sesame Seed

Allergens Wheat Egg Milk Soy

Nutrition Facts Per Sandwich 4.8 oz 1 Serving

| | | | | | |
|---------------|-------|---------------|-------------------------------------|-----------|---------|
| Calories | 240 | Sodium | 690 mg | Vitamin D | 0 mcg |
| Total Fat | 5.5 g | Total Carbs | 32 g | Calcium | 26.3 mg |
| Saturated Fat | 0.5 g | Dietary Fiber | 3 g | Iron | 2.3 mg |
| Trans Fat | 0 g | Total Sugar | 7.5 g (Includes 6 g of Added Sugar) | Potassium | 196 mg |
| Cholesterol | 32 mg | Protein | 14 g | | |

I certify that the above information is true and correct and that a **4.8-ounce serving** of the above product contains **2.00 Ounces of Grain Equivalent** and **2.00 Ounces of Meat/Meat Alternate**, when prepared according to directions. I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder | Title: Vice President | Phone: 813-981-2022 | Date: 08.02.24



Product Specification – Breakers

PRODUCT CODE:
142060

MINIDOG BREAKERS –

2 Mini Chicken Franks inside a Whole Grain Break Apart Bun, IW

Packaging Specifications:

| | | | | | |
|--------------|----------------|----------------|---------------------|--------------|-------|
| Portion Size | 4.0 oz | Case Count | 60 | Cases/Pallet | 56 |
| Net Case Wt. | 15 lbs | Gross Case Wt. | 16 lbs | Pallet Ti-Hi | 8 x 7 |
| Case Cube | 0.91 | Case Dimension | 18.5 x 11.5 x 7.375 | | |
| GTIN | 10860009984155 | | | | |

Product Formulation Statement for Grains – Crediting Based on Grams of Creditable Grains:

Whole Grain Hot Dog Bun

| | |
|--|------------------------------|
| Does product meet whole grain-rich criteria? | Yes |
| Does product contain non-creditable grains? | No |
| Exhibit A – FBG Group | Group B |
| Description of Creditable Grain Ingredient | Creditable Grain per Portion |
| Hot Dog Bun – Whole Wheat Flour | 16.96 g |
| Hot Dog Bun - Enriched Wheat Flour | 16.04 g |
| TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: | 2.00 oz. |

Product Formulation Statement for Meat/Meat Alternate:

| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ingredient | Multiply | FBG Yield/Servings Unit | Creditable Amount |
|---|--|----------|-------------------------|-------------------|
| Chicken Franks | 2 / 1.00 oz Chicken Franks | x | 16/16 | 2.00 |
| TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: | | | | 2.00 oz. |

Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount |
|---|-------------------------|----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |
| TOTAL CREDITABLE APP ROUNDED TO NEAREST 1/4: | | | | | 0.00 oz. |

TOTAL CREDITABLE AMOUNT (M/MA plus APP):

2.00 oz.



EXCELLENT SOURCE OF PROTEIN
LOW FAT
REDUCED SODIUM
WHOLE GRAIN



Product Specification – Breakers

PRODUCT CODE:

142060

MINIDOG BREAKERS –

2 Mini Chicken Franks inside a Whole Grain Break Apart Bun, IW

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

Frozen Shelf Life:

12 Months

Refrigerated Shelf Life:

24 hrs. (open box)

3-5 Days (kept in sealed box)

Temperature:

-10 to 0 degrees F

Temperature:

32 to 38 degrees F

Handling & Heating Guidelines

Thaw Product: Place product on tray in a single store product under refrigeration at 32 to 38 degrees F for 24 hours prior to serving.

Heating Instructions: Leave product in wrapper. Cook in convection oven at 325 degrees F for 10 minutes. Let rest for 1-3 minutes. Discard any leftovers.

**Due to oven variations, the above times are to be used as guidelines.*

Shelf life is reduced when the product is removed from controlled temperatures.

Do not re-serve product the following day.

DO NOT REFREEZE AFTER THAWING.

Lot Coding

Each product case is labeled with manufacturing date. Example: 07-01-21 – Product was produced on July 1, 2021, therefore, it should be consumed within 12 months of that date for the highest product quality.

Ingredients

CHICKEN FRANKS: Mechanically Separated Chicken, Water, Contains Less Than 2% Salt, Flavorings, Dextrose, Corn Syrup Solids, Corn Syrup, Paprika, Sodium Diacetate, Sodium Phosphate, Sodium Erythorbate, Sodium Nitrite.

WHOLE GRAIN HOT DOG BUN: Water, Whole Wheat Flour, Enriched Wheat Flour (Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Soybean Oil. Contains less than 2% of Wheat Gluten, Yeast, Salt, Calcium Propionate, Calcium Sulfate, Ascorbic Acid, Sodium Stearoyl Lactylate, Enzymes.

CONTAINS: WHEAT. MANUFACTURED IN A PLANT THAT ALSO PROCESSES: SOY, EGG, DAIRY, SESAME SEED

Allergens

Wheat

Nutrition Facts

Per Portion

4.00 oz

1 Serving

| | | | | | |
|---------------|-------|---------------|--------|-----------|-------|
| Calories | 270 | Sodium | 620 mg | Vitamin D | 0 mcg |
| Total Fat | 10 g | Dietary Fiber | 2 g | Calcium | 52 mg |
| Saturated Fat | 2.5 g | Total Sugar | 5 g | Iron | 2 mg |
| Trans Fat | 0 g | Protein | 13 g | Potassium | 0 mg |
| Cholesterol | 30 mg | Total Carbs | 29 g | | |

I certify that the above information is true and correct and that a **4.00 ounce serving** of the above product contains **2.00 Ounces of Grain Equivalent** and **2.00 Ounces of Meat/Meat Alternate** when prepared according to directions. I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder Title: Vice President Phone: 813-981-2022 Date: 06.25.24

Product Specification – Vegan Sandwiches



PRODUCT
CODE:

159272

Dill Hummburger™

Dill Flavored Hummus on a Whole Grain Pita
Flatbread, IW

Packaging Specifications:

| | | | | | |
|--------------|----------------|----------------|-------------------|--------------|-------|
| Portion Size | 5.4 oz | Case Count | 72 | Cases/Pallet | 56 |
| Net Case Wt. | 24.3 lbs. | Gross Case Wt. | 25.3 lbs. | Pallet Ti-Hi | 8 x 7 |
| Case Cube | 1.01 | Case Dimension | 19.5 x 11.5 x 7.8 | | |
| GTIN | 10860011716324 | | | | |



Product Formulation Statement for Grains – Crediting Based on Grams of Creditable Grains:

Whole Grain Pita Flatbread

| | | |
|---|--------------------------|------------------------------------|
| Does product meet whole grain-rich criteria? | | Yes |
| Does product contain non-creditable grains? | | No |
| Exhibit A – FBG Group | | Group B |
| Description of Creditable Grain Ingredient | Creditable Grain/Portion | Gram Standard of Creditable Grains |
| Whole Wheat Flour | 16.33 g | 16 g |
| Enriched Wheat Flour | 15.69 g | 16 g |
| TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: | | 2.00 oz. |

Product Formulation Statement for Meat/Meat Alternate:

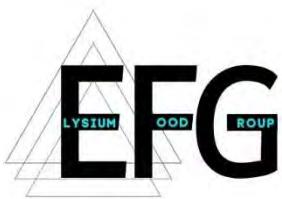
| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ingredient | Multiply | FBG Yield/ Servings Unit | Creditable Amount |
|--|--|----------|--------------------------|-------------------|
| Beans, Garbanzo | 3.26 oz | x | 42/61.4 | 2.23 |
| TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: | | | | 2.00 oz. |

Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount |
|--|-------------------------|----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |
| TOTAL CREDITABLE AMOUNT (M/MA plus APP): | | | | | 2.00 oz. |



EXCELLENT SOURCE OF PROTEIN
LOW FAT
REDUCED SODIUM
WHOLE GRAIN



Product Specification – Vegan Sandwiches

PRODUCT
CODE:
159272

Dill Hummburger™

*Dill Flavored Hummus on a Whole Grain Pita
Flatbread, IW*

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

Frozen Shelf Life:

12 Months

Refrigerated Shelf Life:

24 hrs. (open box)

1-2 Days (kept in sealed box)

Temperature:

-10 to 0 degrees F

Temperature:

32 to 38 degrees F

Handling & Heating Guidelines

Thaw Product: Place product on tray in a single layer. Store product under refrigeration at 32 to 38 degrees F for 24 hours prior to serving.

Thaw & Serve: Served as a thaw and serve item. Discard any leftovers.

Shelf life is reduced when the product is removed from controlled temperatures.

Do not re-serve sandwiches the following day. DO NOT REFREEZE AFTER THAWING.

Lot Coding

Each case of product is labeled with the date the product was manufactured. Example: 07-01-21 – Product was produced on July 1, 2021 & should be consumed within 12 months of that date for the highest product quality.

Ingredients

WHOLE GRAIN PITA FLATBREAD: Whole Wheat Flour, Water, Enriched Unbleached Flour (Wheat Flour, Malt Barley Flour, Niacin, Ferrous Sulfate, Thiamine Mononitrate, Riboflavin, and Folic Acid), Oat Fiber, Canola and/or Soybean Oil, Sugar, Yeast, Wheat, Gluten, Salt, Psyllium, Potato Flour, Cultured Wheat Flour, Distilled Vinegar, and Enzymes.

CONTAINS: WHEAT

HUMMUS: Garbanzo Beans, Tahini (Sesame Seed), Salt, Cumin, Fresh Garlic, Contains 2% or less of the following: Citric Acid, Guar Gum. **CONTAINS: SESAME SEED PASTE**

DILL PICKLE SEASONING: Sea Salt, Dehydrated Onion And Garlic, Vinegar Powder (Maltodextrin, Distilled White Vinegar, Modified Waxy Cornstarch), Sugar, Dillweed, Citric Acid, Rice Concentrate, Sunflower Oil (Processing Aid), Oil Of Dillweed.

MANUFACTURED IN A PLANT THAT ALSO PROCESSES: TREE NUTS, EGG, SOY, and MILK

Allergens



Wheat



Sesame Seed

Nutrition Facts

Per Sandwich

5.4 oz

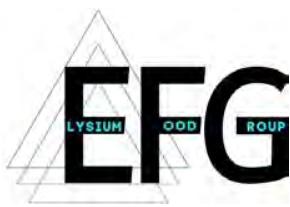
1 Serving

| | | | | | |
|---------------|--------|---------------|-----------|-----------|-----------|
| Calories | 322.75 | Sodium | 405.61 mg | Vitamin D | 0 mcg |
| Total Fat | 4.53 g | Total Carbs | 41.67 g | Calcium | 55 mg |
| Saturated Fat | 0 g | Dietary Fiber | 11.06 g | Iron | 4.64 mg |
| Trans Fat | 0 g | Total Sugar | 4.27 g | Potassium | 389.41 mg |
| Cholesterol | 0 mg | Protein | 11 g | | |

I certify that the above information is true and correct and that a **5.40-ounce serving** of the above product contains **2.00 Ounces of Grain Equivalent** and **2.00 Ounces of Meat/Meat Alternate**, when prepared according to directions. I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder | Title: Vice President | Phone: 813-981-2022 | Date: 06.25.24

Product Specification – Deli Sandwiches



| | |
|---------------|---|
| PRODUCT CODE: | TURKEY BREAST & CHEESE ON A WHOLE GRAIN HOAGIE |
| 263472 | <i>Deli Turkey Breast, Reduced Fat & Sodium American Cheese, Whole Grain Hoagie, IW</i> |

Packaging Specifications:

| | | | | | |
|--------------|----------------|----------------|---------------------|--------------|-------|
| Portion Size | 4.0 oz | Case Count | 72 | Cases/Pallet | 56 |
| Net Case Wt. | 18.00lbs | Gross Case Wt. | 19.00 lbs | Pallet Ti-Hi | 8 x 7 |
| Case Cube | 1.01 | Case Dimension | 19.5 x 11.5 x 7.813 | | |
| GTIN | 10860009984131 | | | | |

Product Formulation Statement for Grains – Crediting Based on Grams of Creditable

Whole Grain Hoagie



Does product meet whole grain-rich criteria?

Yes

Does product contain non-creditable grains?

No

Exhibit A – FBG Group

Group B

| Description of Creditable Grain Ingredient | Creditable Grain/Portion | Gram Standard of Creditable Grains | Creditable Amount |
|--|--------------------------|------------------------------------|-------------------|
| Hoagie Roll – Whole Wheat Flour | 18.4 g | 16 g | 1.15 |
| Hoagie Roll - Enriched Wheat Flour | 17.2 g | 16 g | 1.07 |

TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: 2.00 oz.

Product Formulation Statement for Meat/Meat Alternate:

| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ingredient | Multiply | FBG Yield/Servings Unit | Creditable Amount |
|--|--|----------|-------------------------|-------------------|
| Turkey Breast & White Meat Bologna | 1.50 oz | x | 1.00 | 1.50 |
| Processed American Cheese | 0.50 oz | X | 1.00 | 0.50 |

TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: 2.00 oz.

Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount |
|--------------------|-------------------------|----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |

TOTAL CREDITABLE AMOUNT (M/MA plus APP): 2.00 oz.



Product Diameter: 3.9" to 4.3"

**EXCELLENT SOURCE OF PROTEIN
LOW FAT
REDUCED SODIUM
WHOLE GRAIN**

Product Specification – Deli Sandwiches



PRODUCT
CODE:

263472

TURKEY BREAST & CHEESE ON A WHOLE GRAIN HOAGIE

Deli Turkey Breast, Reduced Fat & Sodium
American Cheese, Whole Grain Hoagie, IW

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

Frozen Shelf Life:

Refrigerated Shelf Life

6 Months

24 hrs. (open box)

3-5 Days (kept in sealed box)

Temperature:

Temperature:

-10 to 0 degrees F

32 to 38 degrees F

Handling & Heating Guidelines

Thaw Product: Place product on tray in a single layer. Store product under refrigeration at 32 to 38 degrees F for 24 hours prior to serving. **Heating Instructions:** Leave product in wrapper. Cook in convection oven at 350 degrees F for 5-7 minutes. Place product in warmer at 170 degrees F for up to 25 minutes. **Thaw & Serve:** Product can also be served as a thaw and serve item. Discard any leftovers.

**Due to oven variations, the above times are to be used as guidelines.*

Shelf life is reduced when the product is removed from controlled temperatures.

Do not re-serve sandwiches the following day.

DO NOT REFREEZE AFTER THAWING.

Lot Coding

Each case of product is labeled with the date the product was manufactured. Example: 07-01-21 – Product was produced on July 1, 2021 & should be consumed within 6 months of that date for the highest product quality.

Ingredients

WHOLE GRAIN HOAGIE: Water, Whole Wheat Flour, Enriched Wheat Flour (Flour, Malted barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Soybean Oil. Contains less than 2% of: Wheat Gluten, Yeast, Salt, Emulsifier, Calcium Propionate, Calcium Sulfate, Sodium Stearoyl Lactylate, Ascorbic Acid, Enzymes. **CONTAINS: WHEAT**

TURKEY BREAST & WHITE MEAT BOLOGNA: Turkey Breast and White Turkey, Water, Isolated Soy Protein, Less than 2% Salt, Sugar, Vinegar, Potassium and Sodium Phosphates, Natural Flavorings, Sodium Nitrite. **CONTAINS SOY**

REDUCED FAT/SODIUM AMERICAN CHEESE: Cultured Skim Milk and Milk, Water, Sodium Citrate, Salt, Potassium, Color Added (If Colored), Cream, Sorbic Acid (Preservative), Enzymes, Soy Lecithin (Non-Sticking Agent). **CONTAINS: MILK & SOY**

MANUFACTURED IN A PLANT THAT ALSO PROCESSES: EGG & SESAME SEED

Allergens

Wheat

Soy

Milk

Nutrition Facts

Per Sandwich

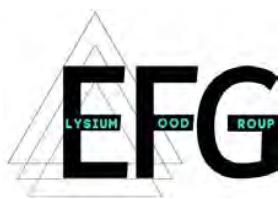
4.0 oz

1 Serving

| | | | | | |
|---------------|-------|---------------|--------|-----------|--------|
| Calories | 230 | Sodium | 680 mg | Vitamin D | 0 mcg |
| Total Fat | 6 g | Dietary Fiber | 2 g | Calcium | 160 mg |
| Saturated Fat | 2 g | Total Sugar | 4 g | Iron | 2 mg |
| Trans Fat | 0 g | Protein | 17 g | Potassium | 226 mg |
| Cholesterol | 25 mg | Total Carbs | 29 g | | |

I certify that the above information is true and correct and that a 4.0 ounce serving of the above product contains 2.00 Ounces of Grain Equivalent and 2.0 Ounces of Meat/Meat Alternate, when prepared according to directions. I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder|Title: Vice President|Phone: 813-981-2022|Date: 06.25.24



Product Specification – Deli Sandwiches

| | | |
|---------------|---|--|
| PRODUCT CODE: | TURKEY HAM & CHEESE ON A WHOLE GRAIN SPLIT TOP BUN | |
| 186172 | <i>Deli Turkey Ham, Reduced Fat & Sodium American Cheese, Whole Grain Bun, IW</i> | |

| | | | | | |
|--------------|----------------|----------------|---------------------|--------------|-------|
| Portion Size | 4.0 oz | Case Count | 72 | Cases/Pallet | 56 |
| Net Case Wt. | 18.00lbs | Gross Case Wt. | 19.00 lbs | Pallet Ti-Hi | 8 x 7 |
| Case Cube | 1.01 | Case Dimension | 19.5 x 11.5 x 7.813 | | |
| GTIN | 10860009984124 | | | | |

Product Formulation Statement for Grains – Crediting Based on Grams of Creditable Grains:

Whole Grain Split Top Bun



| | |
|--|---------|
| Does product meet whole grain-rich criteria? | Yes |
| Does product contain non-creditable grains? | No |
| Exhibit A – FBG Group | Group B |

| Description of Creditable Grain Ingredient | Creditable Grain/Portion | Gram Standard of Creditable Grains | Creditable Amount |
|--|--------------------------|------------------------------------|-------------------|
| Bun – Whole Wheat Flour | 19.20 g | 16 g | 1.20 |
| Bun - Enriched Wheat Flour | 14.5 g | 16 g | 0.90 |

TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: **2.00 oz.**

Product Formulation Statement for Meat/Meat Alternate:

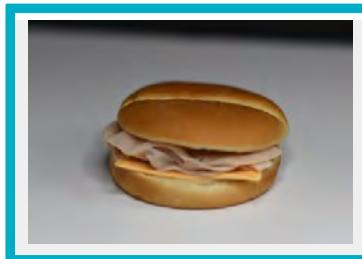
| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ing. | Multiply | FBG Yield/Ser. Unit | Creditable Amount |
|--|--|----------|---------------------|-------------------|
| Turkey Ham Flavored Turkey Bologna, Smoke Flavor Added | 1.50 oz | x | 1.00 | 1.50 |
| Processed American Cheese | 0.50 oz | X | 1.00 | 0.50 |

TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: **2.00 oz.**

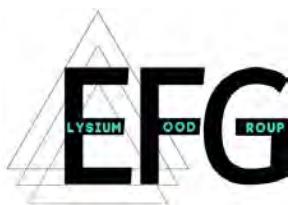
Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount |
|--------------------|-------------------------|----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |

TOTAL CREDITABLE AMOUNT (M/MA plus APP): **2.00 oz.**



**EXCELLENT SOURCE OF PROTEIN
 LOW FAT
 REDUCED SODIUM
 WHOLE GRAIN**



Product Specification – Deli Sandwiches

PRODUCT
CODE:

186172

**TURKEY HAM & CHEESE ON A WHOLE
GRAIN SPLIT TOP BUN**

*Deli Turkey Ham, Reduced Fat & Sodium
American Cheese, Whole Grain Bun, IW*

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

Refrigerated Shelf Life:

6 Months

24 hrs. (open box)

3-5 Days (kept in sealed box)

Temperature:

-10 to 0 degrees F

Temperature:

32 to 38 degrees F

Handling & Heating Guidelines

Thaw Product: Place product on tray in a single layer. Store product under refrigeration at 32 to 38 degrees F for 24 hours prior to serving. **Heating Instructions:** Leave product in wrapper. Cook in convection oven at 350 degrees F for 5-7 minutes. Place product in warmer at 170 degrees F for up to 25 minutes.

Thaw & Serve: Product can also be served as a thaw and serve item. Discard any leftovers.

**Due to oven variations, the above times are to be used as guidelines*

Shelf life is reduced when the product is removed from controlled temperatures.

Do not re-serve sandwiches the following day.

DO NOT REFREEZE AFTER THAWING.

Lot Coding

Each case of product is labeled with the date the product was manufactured. Example: 07-01-21 – Product was produced on July 1, 2021 & should be consumed within 6 months of that date for the highest product quality.

Ingredients

WHOLE GRAIN SPLIT TOP BUN: Water, Whole Wheat Flour, Enriched Wheat Flour (Flour, Malted barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Soybean Oil. Contains less than 2% of: Wheat Gluten, Yeast, Salt, Emulsifier, Calcium Sulfate, Ascorbic Acid, Sodium Stearoyl Lactylate, Calcium Propionate, Enzymes. **CONTAINS: WHEAT**

TURKEY HAM FLAVORED TURKEY BOLOGNA, SMOKE FLAVOR ADDED: Turkey Thigh, Water, Isolated Soy Protein, Less than 2%: Sugar, Salt, Vinegar, Sodium Phosphate, Sodium Nitrite, Smoke Flavoring, Sodium Erythorbate. **CONTAINS SOY**

REDUCED FAT/SODIUM AMERICAN CHEESE: Cultured Skim Milk and Milk, Water, Sodium Citrate, Salt, Potassium, Color Added (If Colored), Cream, Sorbic Acid (Preservative), Enzymes, Soy Lecithin (Non-Sticking Agent). **CONTAINS: MILK & SOY**

MANUFACTURED IN A PLANT THAT ALSO PROCESSES: EGG, SESAME SEED

Allergens

Wheat

Soy

Milk

Nutrition Facts

Per Sandwich

4.0 oz

1 Serving

| | | | | | |
|---------------|-------|---------------|--------|-----------|--------|
| Calories | 240 | Sodium | 705 mg | Vitamin D | 0 mcg |
| Total Fat | 6 g | Dietary Fiber | 2 g | Calcium | 153 mg |
| Saturated Fat | 2 g | Total Sugar | 4 g | Iron | 2 mg |
| Trans Fat | 0 g | Protein | 16 g | Potassium | 207 mg |
| Cholesterol | 30 mg | Total Carbs | 30 g | | |

I certify that the above information is true and correct and that a **4.0 ounce serving** of the above product contains **2.00 Ounces of Grain Equivalent** and **2.0 Ounces of Meat/Meat Alternate**, when prepared according to directions. I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder | Title: Vice President | Phone: 813-981-2022 | Date: 06.25.24



Product Specification – Deli Sandwiches

| | |
|---------------|---|
| PRODUCT CODE: | TURKEY BREAST & CHEESE ON A WHOLE GRAIN PITA FLATBREAD |
| 150172 | <i>Deli Turkey Breast, Reduced Fat & Sodium American Cheese, Whole Grain Pita Flatbread, IW</i> |

Packaging Specifications:

| | | | | | |
|--------------|----------------|----------------|--------------------|--------------|-------|
| Portion Size | 4.0 oz | Case Count | 72 | Cases/Pallet | 56 |
| Net Case Wt. | 18 lbs | Gross Case Wt. | 19 lbs | Pallet Ti-Hi | 8 x 7 |
| Case Cube | 1.01 | Case Dimension | 19.5 x 11.5 x 7.19 | | |
| GTIN | 10860009984186 | | | | |

Product Formulation Statement for Grains – Crediting Based on Grams of Creditable Grains:

| Whole Grain Pita Flatbread | |  | |
|---|--------------------------|--|-------------------|
| Does product meet whole grain-rich criteria? | Yes | | |
| Does product contain non-creditable grains? | No | | |
| Exhibit A – FBG Group | Group B | | |
| Description of Creditable Grain Ingredient | Creditable Grain/Portion | Gram Standard of Creditable Grains | Creditable Amount |
| Whole Wheat Flour | 16.33 g | 16 g | 1.02 |
| Enriched Wheat Flour | 15.69 g | 16 g | 0.98 |
| TOTAL CREDITABLE GRAINS BY GRAMS OF FLOUR ROUNDED TO NEAREST 1/4: | | 2.00 oz. | |

Product Formulation Statement for Meat/Meat Alternate:

| Description of Creditable Ingredient per FBG | Oz. per Raw Portion of Creditable Ingredient | Multiply | FBG Yield/ Servings Unit | Creditable Amount |
|--|--|----------|--------------------------|-------------------|
| Turkey Breast & White Meat Bologna | 1.50 oz | x | 1.00 | 1.50 |
| Processed American Cheese | 0.50 oz | X | 1.00 | 0.50 |
| TOTAL CREDITABLE MEAT/MEAT ALTERNATE ROUNDED TO NEAREST 1/4: | | | | 2.00 oz. |

Alternate Protein Product (APP)

| Description of APP | Oz. Dry APP per Portion | Multipl y | % of Protein As-Is | Divide by 18 | Creditable Amount |
|--|-------------------------|-----------|--------------------|--------------|-------------------|
| N/A | N/A | N/A | N/A | N/A | 0.00 |
| TOTAL CREDITABLE AMOUNT (M/MA plus APP): | | | | | 2.00 oz. |



EXCELLENT SOURCE OF PROTEIN
 LOW FAT
 REDUCED SODIUM
 WHOLE GRAIN



Product Specification – Deli Sandwiches

PRODUCT
CODE:

150172

TURKEY BREAST & CHEESE ON A WHOLE GRAIN PITA FLATBREAD

*Deli Turkey Breast, Reduced Fat & Sodium
American Cheese, Whole Grain Pita Flatbread, IW*

Shelf Life

The following shelf life applies only when the product remains stored in the proper freezer or cooling equipment. Once the product is removed from the air-tight, storage cooler, shelf-life reduces to 1 day.

Frozen Shelf Life:

6 Months

Refrigerated Shelf Life:

24 hours (open box)

3-5 Days (kept in sealed box)

Temperature:

-10 to 0 degrees F

Temperature:

32 to 38 degrees F

Handling & Heating Guidelines

Thaw Product: Place product on tray in a single layer. Store product underrefrigeration at 32 to 38 degrees F for 24 hours prior to serving.

Heating Instructions: Leave product in wrapper. Cook in convection oven at 350 degrees F for 5-7 minutes. Place product in warmer at 170 degrees F for up to 25 minutes.

Thaw & Serve: Product can also be served as a thaw and serve item. Discard any leftovers.

**Due to oven variations, the above times are to be used as guidelines.*

Shelf life is reduced when the product is removed from controlled temperatures. Do not re-serve sandwiches the following day. **DO NOT REFREEZE AFTER THAWING.**

Lot Coding

Each case of product is labeled with the date the product was manufactured. Example: 07-01-21 – Product was produced on July 1, 2021 & should be consumed within 6 months of that date for the highest product quality.

Ingredients

WHOLE GRAIN PITA FLAT BREAD: Water, Whole Wheat Flour, Enriched Unbleached Flour (Wheat Flour, Malt Barley Flour, Niacin, Ferrous Sulfate, Thiamin Mononitrate, Riboflavin, Folic Acid), Sugar, Yeast, Contains 2% or less: Soybean Oil, Wheat Gluten, Salt, Baking Powder (Sodium Acid Pyrophosphate, Sodium Bicarbonate, Corn Starch, Monocalcium Phosphate), Calcium Propionate (A Preservative), Mono-Diglycerides, Enzyme (Plant Based). **CONTAINS: WHEAT & SOY**

TURKEY BREAST & WHITE MEAT BOLOGNA: Turkey Breast and White Turkey, Water, Isolated Soy Protein, Less than 2% Salt, Sugar, Vinegar, Potassium and Sodium Phosphates, Natural Flavorings, Sodium Nitrite. **CONTAINS SOY**

REDUCED FAT/SODIUM AMERICAN CHEESE: Cultured Skim Milk and Milk, Water, Sodium Citrate, Salt, Potassium, Color Added (If Colored), Cream, Sorbic Acid (Preservative), Enzymes, Soy Lecithin (Non-Sticking Agent). **CONTAINS: MILK & SOY**

MANUFACTURED IN A PLANT THAT ALSO PROCESSES: EGG, TREE NUTS, SESAME SEED

Allergens Wheat Soy Milk

| Nutrition Facts | | Per Sandwich | 4.0 oz | 1 Serving | |
|-----------------|-------|---------------|--------|-----------|---------|
| Calories | 302 | Sodium | 778 mg | Vitamin D | 0.9 mcg |
| Total Fat | 6 g | Dietary Fiber | 2 g | Calcium | 177 mg |
| Saturated Fat | 2 g | Total Sugar | 4 g | Iron | 2.7 mg |
| Trans Fat | 0 g | Protein | 22 g | Potassium | 303 mg |
| Cholesterol | 27 mg | Total Carbs | 31 g | | |

I certify that the above information is true and correct and that a **4.00 ounce serving** of the above product contains **2.00 Ounces of Grain Equivalent** and **2.00 Ounces of Meat/Meat Alternate**, when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210,220,225,226, Appendix A).

Printed Name: Lindsey Ginder | Title: Vice President | Phone: 813-981-2022 | Date: 06.25.24



4.24 oz Chocolate & Creamy Chickpea Butter Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Product Description

Unique CB&J chocolate & creamy chickpea butter sandwich made from chocolate & creamy chickpea butter spread with whole grain bread.

Net Weight and Packaging

| | |
|-----------------------|--|
| Item Code: | F9042 |
| UPC Code: | 00852663008165,00852663008103(cs) |
| Serving Size: | 4.24 oz (120 g) |
| Case Pack: | 14" x 10" x 8", 0.6481 cubic feet Single |
| Case Dim: | Serve Sandwich 42 x 4.24 oz 11.63 lbs |
| Case Weight: | gross weight |
| Pallet: | 88 cases (11 Tie x 8 Hi) |
| Weight: | 1,063 lb gross weight |
| Country Of Origin: | USA |
| M/MA Credit: | 2 M/MA |
| Legume Credit: | 1/4 cup of legume |
| Grain Credit: | 2 GRAIN |



Ingredients

Whole Grain Bread (Water, Whole Wheat Flour, Enriched Unbleached Flour [Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid], Sugar, Wheat Gluten, Contains 2% or less of: Yeast, Soybean Oil, Salt, Dough Conditioners [Monoglycerides, Sodium Stearoyl Lactylate, Ascorbic Acid, Calcium Sulfate, Enzymes], Monocalcium Phosphate, Calcium Propionate [Preservative], Sesame Flour), Roasted Chickpea, Canola Oil, Powdered Sugar [Contains Cornstarch], Sunflower Butter [Sunflower Kernels], Vegetable Pea Protein Isolated from Yellow Pea, Palm Oil, Cocoa Powder, Flavor [Medium Chain Triglycerides, Natural Flavor], Salt

Allergen Statement

Sesame, and Wheat

I certify the above is true and correct.

Sunil Kumar
President, Healthy America, LLC

**2 M/MA, 2 GRAIN , 1/4 cup Legume
Nut-free, Soy-free, Vegan, Kosher**

Nutrition Facts

42 servings per container
Serving size 1 Sandwich (120g)

| Amount per serving | |
|-------------------------------|----------------|
| Calories | 480 |
| | % Daily Value* |
| Total Fat 25g | 32% |
| Saturated Fat 3g | 15% |
| Trans Fat 0g | |
| Cholesterol 0mg | 0% |
| Sodium 350mg | 15% |
| Total Carbohydrate 55g | 20% |
| Dietary Fiber 9g | 32% |
| Total Sugars 16g | |
| Includes 11g Added Sugars | 22% |
| Protein 16g | |
| | |
| Vitamin D 0mcg | 0% |
| Calcium 85mg | 6% |
| Iron 5mg | 30% |
| Potassium 406mg | 8% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Contact: K12support@theamazingchickpea.com

Sunil Kumar: (612) 548-1099 • k12support@theamazingchickpea.com

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4.24 oz Chocolate & Creamy Chickpea Butter Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Bid Specifications:

Chocolate & Creamy Chickpea Butter 4.24 oz CB&J sandwich made with chocolate & creamy chickpea butter with whole grain bread packaged in single serve sandwich bags.

Nut Free/Soy Free/Dairy Free/Vegan/Kosher Equivalent to 2 MMA, 2 GRAIN, 1/4 Cup Legume

Acceptable Brand: The Amazing Chickpea / Healthy America, LLC

Storage & Handling

Product must be stored at (0 F - 10 F). Do not microwave.

Frozen

Keep the product in the freezer either in cases, cartons, or individually. To consume, thaw at room temperature for 30-60 minutes.

Refrigerated

Remove frozen individual sandwiches from freezer and place directly into the refrigeration unit. Product can be held refrigerated for up to 24 hours; holding beyond 24 hours will quickly dry out the bread. For best consumer experience, product should be held at room temperature for 30-60 minutes prior to consumption. Dispose of any unused product after 24 hours.

Ambient

Remove frozen sandwiches from the carton; thaw individual sandwiches at room temperature for 30-60 minutes. Do not refreeze or refrigerate unused product. Dispose of any unused product after 10 hours.

Shelf life

Frozen: 9 months from manufacture date

Refrigerated: 24 hours.

Ambient: 10 hours.

Claims and Wellness Notes

Nut-free • Soy-free • Vegan • Kosher • No artificial colors or flavors

Request Free Samples

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Contact: K12support@theamazingchickpea.com

Sunil Kumar: (612) 548-1099 • k12support@theamazingchickpea.com

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5.36 oz Chickpea Apple Cinn & Grape Jelly Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Product Description

Unique CB&J apple cinnamon chickpea butter & jelly sandwich made from apple cinnamon chickpea butter & grape jelly and whole grain bread.

Net Weight and Packaging

| | |
|-----------------------|---------------------------------------|
| Item Code: | F9041 |
| UPC Code: | 00852663008158,00852663008394(cs) |
| Serving Size: | 5.36 oz (152 g) Single Serve Sandwich |
| Case Pack: | 14" x 10" x 8", 0.6481 cubic feet |
| Case Dim: | 42 x 5.36 oz |
| Case Weight: | 14.88 lbs gross weight |
| Pallet: | 88 cases (11 Tie x 8 Hi) |
| Weight: | 1,350 lb gross weight |
| Country Of Origin: | USA |
| M/MA Credit: | 2 M/MA |
| Legume Credit: | 1/2cup of Legume |
| Grain Credit: | 2 GRAIN |

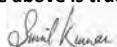
Ingredients

Whole Grain Bread (Water, Whole Wheat Flour, Enriched Unbleached Flour [Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid], Sugar, Wheat Gluten, Contains 2% or less of: Yeast, Soybean Oil, Salt, Dough Conditioners [Monoglycerides, Sodium Stearoyl Lactylate, Ascorbic Acid, Calcium Sulfate, Enzymes], Monocalcium Phosphate, Calcium Propionate [Preservative], Sesame Flour), Apple Cinnamon Chickpea Spread (Roasted Chickpea, Canola Oil, Powdered Sugar [contains Corn Starch], Palm Oil, Cinnamon, Salt, Apple Powder, Flavor [Medium Chain Triglycerides, Natural Flavor]), Grape Jelly Filling (Corn Syrup, Water, Sugar, Grape Juice Concentrate, Modified Food Starch, Contains less than 2 % of: Corn Starch, Apples, Gellan Gum, Citric Acid, Sodium Benzoate and Potassium Sorbate [Preservatives]).

Allergen Statement

Sesame, and Wheat

I certify the above is true and correct.



Sunil Kumar
President, Healthy America, LLC

Contact: K12support@theamazingchickpea.com

Sunil Kumar: (612) 548-1099 • k12support@theamazingchickpea.com

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**2 M/MA, 2 GRAIN , 1/2 cup Legume
Nut-free, Soy-free, Vegan, Kosher**

Nutrition Facts

42 servings per container

Serving size 1 Sandwich (152g)

Amount per serving

Calories

550

% Daily Value*

Total Fat 21g 27%

Saturated Fat 2.5g 13%

Trans Fat 0g

Cholesterol 0mg 0%

Sodium 440mg 19%

Total Carbohydrate 77g 28%

Dietary Fiber 9g 32%

Total Sugars 28g

Includes 19g Added Sugars 38%

Protein 15g

Vitamin D 0mcg 0%

Calcium 92mg 8%

Iron 4mg 20%

Potassium 482mg 10%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



5.36 oz Chickpea Apple Cinn & Grape Jelly Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Bid Specifications:

Apple Cinnamon Chickpea Butter & Jelly 5.36 oz CB&J sandwich made with apple cinnamon & grape jelly chickpea butter with whole grain bread packaged in single serve sandwich bags.

Nut Free/Soy Free/Dairy Free/Vegan/Kosher Equivalent to 2 MMA, 2 GRAIN, 1/2 Cup Legume

Acceptable Brand: The Amazing Chickpea / Healthy America, LLC

Storage & Handling

Product must be stored at (0 F - 10 F). Do not microwave.

Frozen

Keep the product in the freezer either in cases, cartons, or individually. To consume, thaw at room temperature for 30-60 minutes.

Refrigerated

Remove frozen individual sandwiches from freezer and place directly into the refrigeration unit. Product can be held refrigerated for up to 24 hours; holding beyond 24 hours will quickly dry out the bread. For best consumer experience, product should be held at room temperature for 30-60 minutes prior to consumption. Dispose of any unused product after 24 hours.

Ambient

Remove frozen sandwiches from the carton; thaw individual sandwiches at room temperature for 30-60 minutes. Do not refreeze or refrigerate unused product. Dispose of any unused product after 10 hours.

Shelf life

Frozen: 9 months from manufacture date

Refrigerated: 24 hours.

Ambient: 10 hours.

Claims and Wellness Notes

Nut-free • Soy-free • Vegan • Kosher • No artificial colors or flavors

Request Free Samples

<https://chickpeabutterfoodservice.com/free-samples/>

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5.36 oz Creamy Chickpea Butter & Grape Jelly Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Product Description

Unique CB&J creamy chickpea butter & jelly sandwich made from creamy chickpea butter & grape jelly and whole grain bread.

Net Weight and Packaging

| | |
|-----------------------|--|
| Item Code: | F9040 |
| UPC Code: | 00852663008066,00852663008073(cs) |
| Serving Size: | 5.36 oz (152 g) |
| Case Pack: | Single Serve Sandwich 42 x 5.36 oz 14" x 10" x 8", 0.6481 cubic feet 14.88 lbs |
| Case Dim: | x 10" x 8", 0.6481 cubic feet 14.88 lbs |
| Case Weight: | gross weight |
| Pallet Config: | 88 cases (11 Tie x 8 Hi) |
| Pallet Weight: | 1,350 lb gross weight |
| Country Of Origin: | USA |
| M/MA Credit: | 2 M/MA |
| Legume Credit: | 1/4 cup of legume |
| Grain Credit: | 2 GRAIN |

Ingredients

Whole Grain Bread (Water, Whole Wheat Flour, Enriched Unbleached Flour [Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid], Sugar, Wheat Gluten, Contains 2% or less of: Yeast, Soybean Oil, Salt, Dough Conditioners [Monoglycerides, Sodium Stearoyl Lactylate, Ascorbic Acid, Calcium Sulfate, Enzymes], Monocalcium Phosphate, Calcium Propionate [Preservative], Sesame Flour), Chickpea Spread (Roasted Chickpea, Canola Oil, Sunflower Butter [Sunflower Kernels], Powdered Sugar [contains Corn Starch], Palm Oil, Salt, Flavor [Medium Chain Triglycerides, Natural Flavor]), Grape Jelly Filling (Corn Syrup, Water, Sugar, Grape Juice Concentrate, Modified Food Starch, Contains less than 2 % of: Corn Starch, Apples, Gellan Gum, Citric Acid, Sodium Benzoate and Potassium Sorbate [Preservatives]).

Allergen Statement

Sesame, and Wheat

I certify the above is true and correct.

Sunil Kumar
President, Healthy America, LLC

Contact: K12support@theamazingchickpea.com

Sunil Kumar: (612) 548-1099 • k12support@theamazingchickpea.com

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**2 M/MA, 2 GRAIN, 1/4 Cup Legume
Nut-free, Soy-free, Vegan, Kosher**

Nutrition Facts

42 servings per container
Serving size 1 Sandwich (152g)

| Amount per serving | Calories | 570 |
|-------------------------------|----------------|-----|
| | % Daily Value* | |
| Total Fat 27g | 35% | |
| Saturated Fat 3g | 15% | |
| Trans Fat 0g | | |
| Cholesterol 0mg | 0% | |
| Sodium 440mg | 19% | |
| Total Carbohydrate 73g | 27% | |
| Dietary Fiber 10g | 36% | |
| Total Sugars 26g | | |
| Includes 18g Added Sugars | 36% | |
| Protein 15g | | |
| Vitamin D 0mcg | 0% | |
| Calcium 88mg | 6% | |
| Iron 4mg | 20% | |
| Potassium 448mg | 10% | |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.



5.36 oz Creamy Chickpea Butter & Grape Jelly Sandwich

Students in all Grades Love! Peanut Butter Taste. No Nuts!

Bid Specifications:

Creamy Chickpea Butter & Jelly 5.36 oz sandwich made with creamy chickpea butter & grape jelly with whole grain bread packaged in single serve sandwich bags.

Nut Free/Soy Free/Dairy Free/Vegan/Kosher Equivalent to 2 MMA, 2 GRAIN, 1/4 Cup Legume

Acceptable Brand: The Amazing Chickpea / Healthy America, LLC

Storage & Handling

Product must be stored at (0 F - 10 F). Do not microwave.

Frozen

Keep the product in the freezer either in cases, cartons, or individually. To consume, thaw at room temperature for 30-60 minutes.

Refrigerated

Remove frozen individual sandwiches from freezer and place directly into the refrigeration unit. Product can be held refrigerated for up to 24 hours; holding beyond 24 hours will quickly dry out the bread. For best consumer experience, product should be held at room temperature for 30-60 minutes prior to consumption. Dispose of any unused product after 24 hours.

Ambient

Remove frozen sandwiches from the carton; thaw individual sandwiches at room temperature for 30-60 minutes. Do not refreeze or refrigerate unused product. Dispose of any unused product after 10 hours.

Shelf life

Frozen: 9 months from manufacture date

Refrigerated: 24 hours.

Ambient: 10 hours.

Claims and Wellness Notes

Nut-free • Soy-free • Vegan • Kosher • No artificial colors or flavors

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Effective date: 05/16/2017

Supersedes: 11/01/2016

Code: 70013

Product Name: **Chicken, Turkey Ham & Two Cheese Whole Grain Wedge, IW**

Serving Size: 4.45 oz.
Pack: 72 / 4.45 oz.

Each (one – 4.45 oz. unit) Chicken Club & Cheese Sandwich provides 2.00 oz. equivalent meat/meat alternate and 2.0 oz eq grains.

Product Info



KEEP FROZEN (-10° to 10°F) until ready to use.

Serving: Thaw cases under refrigeration for 24 – 48 hours and then serve. For faster thawing, remove sandwiches from case, store on trays under refrigeration for 4- 6 hours, then serve.

Nutrition Facts

Serving Size 1 Sandwich (126g)

Amount Per Serving

Calories 300 **Calories from Fat** 90

% Daily Value*

Total Fat 9g **14%**

Saturated Fat 3.5g **18%**

Trans Fat 0g

Cholesterol 40mg **13%**

Sodium 870mg **36%**

Total Carbohydrate 27g **9%**

Dietary Fiber 5g **20%**

Sugars 3g

Protein 21g

Vitamin A 4% • Vitamin C 0%

Calcium 25% • Iron 10%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs.

Calories: 2,000 2,500

| | | | |
|--------------------|-----------|---------|---------|
| Total Fat | Less than | 65g | 80g |
| Saturated Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Shelf life: 9 months frozen (-10°F to 10°F)

7 days refrigerated (34° to 38°F)

Ti-Hi: 10 x 6

Cases/pallet: 60 Dim: 16.00"x11.50"x11.25"

Case cube: 1.19 ft³

Pallet height: 73-inches

Gross case wt: 21.78 lbs; Net wt: 20.03 lbs

Pallets/truck: 28

UPC: 10852777003176

ALLERGENS: Contains Wheat, Soy & Milk

At least 50% of the grains used in this product are Whole Grains.

CONTAINS 110242 COMMODITY CHEESE

Ingredients: Whole Grain Sliced Bread: Whole Grain Wheat Flour, Unbleached Enriched Wheat Flour (Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2), Folic Acid), Water, Soybean Oil, Sugar, Yeast, Wheat Gluten, Salt, Enzyme (Wheat Flour, Enzyme). **Chicken Breast:** Chicken Breast, Water, Salt, Modified Food Starch, Potassium Lactate, Sodium Phosphate, Potassium Acetate, Flavorings. **Turkey Ham** – Turkey Thigh, Water, Isolated Soy Protein, Salt, Sugar, Less Than 2% Of Potassium Lactate, Sodium Phosphate, Potassium Acetate, Smoke Flavoring, Sodium Nitrite, Sodium Erythorbate. **Pasteurized Process American Cheese:** Cultured Skim Milk and Milk, Water, Whey, Sodium Citrate, Potassium Citrate, Paprika and Annatto (Color), Salt, Sorbic Acid (preservative), Enzymes, Soy Lecithin (non-sticking agent). **Low Moisture Part Skim Mozzarella Cheese:** Pasteurized Part Skim Milk, Cheese Cultures, Salt, Natamycin (A Natural Mold Inhibitor), Enzymes, Soy Lecithin (Non-Sticking Agent).

Andrew P. Signorelli
Dir./Tech. Services
Tasty Brands

CONTAINS: 72 – 4.45 OZ SERVINGS PER CASE
(1 SANDWICH PER SERVING)



Effective Date: 10/18/2018

Supersedes: 12/28/2017

Code: 10102

Product Name: ANYTIMERS® Cheese & Turkey Pepperoni
Whole Grain Pizza Lunch Kit

Serving Size: 5.58 oz.
Pack: 48 / 5.58 oz.

Statement of child nutrition food based meal pattern equivalency: Each tray (one – 5.58 oz serving) of Cheese & Turkey Pepperoni WG Pizza Lunch Kits provides 2.00 oz equivalent meat / meat alternate, 2.0 oz. eq. grains and 1/8 cup red-orange vegetable for the Child Nutrition Meal Pattern Requirements.



Product Info

PREPARATION – for best results

Keep frozen until ready to prepare

Thawing Option 1

Remove the desired number of lunch kit cases from freezer and then remove the individual lunch kits from the cases to racks or trays, separating them slightly. Hold in the refrigerator for 24 to 36 hours prior to serving for complete thawing. Keep refrigerated until served. Product can be held for 3 to 5 days in refrigeration.

Thawing Option 2

Remove the desired number of lunch kit cases from freezer and place in refrigerator for 48-72 hours prior to serving for complete thawing. Keep refrigerated until served. Product can be held for 3 to 5 days in refrigeration.

Nutrition Facts

Serving Size 1 Kit (158g)

Amount Per Serving

Calories 350 **Calories from Fat** 140

% Daily Value*

Total Fat 15g **23%**

Saturated Fat 7g **35%**

Trans Fat 0g

Cholesterol 40mg **13%**

Sodium 880mg **37%**

Total Carbohydrate 35g **12%**

Dietary Fiber 4g **16%**

Sugars 7g

Protein 15g

Vitamin A 8% • **Vitamin C** 15%

Calcium 45% • **Iron** 10%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

| | Calories: | 2,000 | 2,500 |
|--------------------|-----------|---------|---------|
| Total Fat | Less than | 65g | 80g |
| Saturated Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

| | |
|----------------|--|
| Shelf life: | 9 months frozen (-10° - 10°F) |
| | 10 days refrigerated (34°F – 38°F after thawing) |
| Ti-Hi: | 6 x 9 |
| Cases/pallet: | 54 |
| Dim: | 21.00" x 12.00" x 8.75" |
| Case cube: | 1.27 ft ³ |
| Pallet height: | 84.25-inches |
| Gross case wt: | 19.25 lbs; |
| | Net wt: 16.74 lbs |
| Pallets/truck: | 28 |
| UPC: | 10852777002926 |

At least 50% of the grains used in this product are Whole Grains.

ALLERGENS: Contains Wheat, Milk, & Soy

CONTAINS 110242 COMMODITY CHEESE

INGREDIENTS: Pizza Crusts (Wheat Flour, (Whole Wheat Flour, Enriched Bleached Wheat Flour [Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid], Water, Soybean Oil, Sugar, Glycerin, Contains 2% Or Less Of: Baking Powder (Sodium Bicarbonate, Corn Starch, Sodium Aluminum Sulfate, Monocalcium Phosphate), Cultured Wheat Starch, Fumaric Acid, Guar Gum, Monoglycerides, Salt, Vital Wheat Gluten, Yeast), Mozzarella Cheese (Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes, Potato Starch And Powdered Cellulose (To Prevent Caking), Sorbic Acid And Natamycin [Preservative]), Pizza Sauce (Tomato Puree (Water, Tomato Paste), Sugar, Salt, Food Starch-Modified, Citric Acid, Garlic Powder, Spices, Onion Powder, Sodium Benzoate And Potassium Sorbate (Preservatives), Xanthan Gum, Natural Flavor), Turkey Pepperoni (Turkey, Pepperoni Seasoning (Corn Syrup, Spice (Mustard), Paprika, Dextrose, Natural Flavor (Including Smoke Flavor), Paprika Oleoresin, Garlic Powder, Sugar), Water, Salt, Citric Acid, Dextrose, Carrageenan, Flavoring, Sodium Nitrite)

Andrew P. Signorelli
VP of Operations
Tasty Brands

Tasty Brands • 6800 Jericho Turnpike, Suite 101 West • Syosset, NY 11791 • 516-938-4588

Fax 516-935-1825 • www.tastybrandsk12.com

CONTAINS: 48 – 5.58 OZ SERVINGS PER CASE
(1 TRAY PER SERVING)



Product Formulation Statement (Product Analysis) for Meat/meat Alternate (M/MA)

Product Name: Cheese & Turkey Pepperoni Pizza Lunch Kit Code No: 10102
Case/Pack/Count/Portion/Size: 48 / 5.58 oz. servings per case

I. Meat/Meat Alternate

| Description of Creditable Ingredients per Food Buying Guide | Ounces per Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount* |
|---|---|----------|-------------------------|--------------------|
| PS mozzarella cheese | 1.480 | x | 1.000 | 1.480 |
| Pepperoni Seasoning Diced Turkey CN#094734 | 0.850 | x | 0.654 | 0.556 |
| | | x | | |
| | | x | | |
| | | x | | |
| A. Total Creditable M/MA Amount | | | | 2.036 |

* Creditable amount - Ounce per portion of creditable ingredient x FBG yield information.

II. Alternate Protein Product (APP)

| Description of APP, manufacturer's name, & code number | Oz Dry APP per Portion | Multiply | % of Protein As-Is* | Divide by 18** | Creditable Amount*** |
|---|------------------------|----------|---------------------|----------------|----------------------|
| | | x | | ÷ by 18 | |
| | | x | | ÷ by 18 | |
| | | x | | ÷ by 18 | |
| | | x | | ÷ by 18 | |
| B. Total Creditable APP Amount | | | | | |
| TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest 1/4 oz) | | | | | 2.000 |

*Percent protein as-is as provided on APP documentation

**18 is the percent protein when fully hydrated

***Creditable amount of APP is ounced dry APP x percent protein as-is divided by 18

Total number of servings purchased 48 / 5.58 oz.
Total oz of meat/meat alternate 2.0 oz

I certify that the above is true and accurate when prepared according to instructions. I further certify that any APP used in this product conforms to Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A)

Vp of Operations

Title

Andrew P. Signorelli

02/08/18

516-938-4588

Printed Name

Date

Phone Number

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6800 Jericho Turnpike, Suite 101 West · Syosset, NY 11791 · 516.938.588 · Fax: 516.935.1825



Formulation Statement for Documenting Grains in School Meals

Product Name: Cheese & Turkey Pepperoni Pizza Lunch Kit Code No: 10102
Case/Pack/Count/Portion/Size: 48 / 5.58 oz. servings per case

I. Does the product meet the Whole Grain-Rich Criteria? Yes No

(Refer to SP-30-2012 Grain Requirements for the National School Lunch Program and School breakfast Program)

II. Does the product contain non-creditable grains? Yes No How many grams: _____

(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights, only by calculating total creditable grains.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I.

(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H, 28 grams per oz eq; Group I, volume or weight).

Indicate which Exhibit A Group (A-I) the product belongs: B

| Description of Product per Food Buying Guide | Portion Size (oz) of Product as Purchased | Weight of one ounce equivalent as listed in SP 30-2012 | Creditable Amount ¹ |
|---|---|--|--------------------------------|
| WG pizza crust | 2.00 | 1.00 | 2.00 |
| A. Total Creditable Amount² | | | 2.00 |

¹(Portion size) ÷ (Exhibit A weight for one oz eq)

²Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

| Description of Creditable Grain Ingredient* | Portion Size (g)** | Grams of Creditable Grain Ingredient per Portion ¹ | Gram Standard of Creditable Grain per oz equivalent (16g or 28g) | Creditable Amount ² |
|---|--------------------|---|--|--------------------------------|
| | | | | |
| A. Total Creditable Amount³ | | | | |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

**If known, use the raw dough weight for a more accurate creditable amount.

¹(Portion size) x (% of creditable grains in formula).

²(Grams of creditable grains) ÷ (standard grams of creditable grains from corresponding Group of Exhibit A).

²Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased: 5.58 oz.

Total contribution of product (per portion): 2.00 oz-eq

I certify that the above information is true and correct and that a 5.58 ounce portion of this product (ready for serving provides 2.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.25oz per portion.

Vp of Operations

Title

Andrew P. Signorelli

02/08/18

516-938-4588

Printed Name

Date

Phone Number

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Product Formulation Statement (PFS) for Documenting Vegetables and Fruits

Product Name: Cheese & Turkey Pepperoni Pizza Lunch Kit
 Case/Pack/Count/Portion/Size: 48 / 5.58 oz. servings per case

Code No: 10102

I. Vegetable Component

| Description of Creditable Ingredient per Food Buying Guide | Vegetable Subgroup | Ounces per Raw Portion of Creditable Ingredient | Multiply | FBG Yield / Purchase Unit | Creditable Amount ¹ (quarter cups) |
|--|--------------------|---|----------|---------------------------|---|
| Tomato paste, (28% NTSS) | Red orange | 0.432 | x | 27.6/16 | 0.745 |
| | | | x | | |
| | | | x | | |
| | | | x | | |
| Total Creditable Vegetable Amount: | | | | | 0.500 |

| TOTAL CUPS | LEGUMES | DARK GREEN | RED/ORANGE | STARCHY | OTHER |
|------------|---------|------------|------------|---------|-------|
| | | | 1/8 | | |

¹FBG calculations for vegetables are in quarter cups.

- Vegetables and vegetable purees credit on volume served. Tomato paste and puree will continue to credit as a calculated volume based on the yields in the FBG.
- At least $\frac{1}{8}$ cup of recognizable vegetable is required to contribute towards the veg component or a specific veg subgroup
- The OTHER vegetable subgroup may be met with any additional amounts from the other subgroups.
- School food authorities may offer any veg subgroup to meet the total weekly requirement for the additional veg subgroup
- Leafy green vegetables credit as half the volume served in schools. Legumes may credit toward the vegetable component or the meat alternate component but not as both.

II. Fruit Component

| Description of Creditable Ingredient per Food Buying Guide (FBG) | Ounces per Raw Portion of Creditable Ingredient | Multiply | FBG Yield / Purchase Unit | Creditable Amount ¹ (quarter cups) |
|--|---|----------|---------------------------|---|
| | | x | | |
| | | x | | |

Total Creditable Fruit Amount:

- FBG calculations for fruits are in quarter cups.
- Fruits and fruit purees credit on volume served.
- At least $\frac{1}{8}$ cup of recognizable fruit is required to contribute towards the fruit component
- Note that dried fruits credit as double the volume served in school meals.

I certify the above information as true and correct and that a 5.58 ounce serving of the above product contains **1/8** cup(s) of vegetable / fruit.



Andrew P. Signorelli

Vp of Operations

Title

02/08/18

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Effective date: 05/16/2017

Supersedes: 05/09/2017

Code: 70014

Product Name: Italian Combo Sandwich (Cheese, Turkey Ham, Turkey Pepperoni & Turkey Salami) on Whole Grain Roll, IW

Serving Size: 4.50 oz.
Pack: 72 / 4.50 oz.

Each (one – 4.50 oz. unit) Italian Combo Sandwich provides 2.00 oz. equivalent meat/meat alternate and 2.0 oz eq grains.

Product Info



KEEP FROZEN (-10° to 10°F) until ready to use.

Serving: Thaw cases under refrigeration for 24 – 48 hours and then serve. For faster thawing, remove sandwiches from case, store on trays under refrigeration for 4- 6 hours, then serve.

Heating Instructions (optional):

- 1.Thaw sandwich 1 day in advance under refrigeration.
- 2.Preheat convection oven to 350°F. Set fan speed to HIGH.
- 3.Place wrapped sandwiches on a sheet pan and place in preheated oven. DO NOT REMOVE WRAPPERS.
- 4.Bake for 6-8 minutes. Ovens will vary so adjust time as necessary.
- 5.Serve.
- 6.Holding: Hold wrapped sandwiches in moist warmer for up to 1 hour.

Nutrition Facts

Serving Size 1 Sandwich (128g)

Amount Per Serving

Calories 330 **Calories from Fat** 110

% Daily Value*

Total Fat 13g **20%**

Saturated Fat 4g **20%**

Trans Fat 0g

Cholesterol 45mg **15%**

Sodium 750mg **31%**

Total Carbohydrate 32g **11%**

Dietary Fiber 3g **12%**

Sugars 6g

Protein 19g

Vitamin A 6% • **Vitamin C** 2%

Calcium 20% • **Iron** 10%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

| | Calories: | 2,000 | 2,500 |
|---------------------------|-----------|---------|---------|
| Total Fat | Less than | 65g | 80g |
| Saturated Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

Calories per gram:
 Fat 9 • Carbohydrate 4 • Protein 4

Shelf life: 9 months frozen (-10°F to 10°F)

5 days refrigerated (34° to 38°F)

Ti-Hi: 10 x 6

Cases/pallet: 60 Dim: 16.00"x11.50"x11.25"

Case cube: 1.19 ft³

Pallet height: 73-inches

Gross case wt: 22.00 lbs; Net wt: 20.25 lbs

Pallets/truck: 28

UPC: 10852777002964

ALLERGENS: Contains Wheat, Soy & Milk

At least 50% of the grains used in this product are Whole Grains.

CONTAINS 110242 COMMODITY CHEESE

Ingredients: Roll: Whole Grain White Wheat Flour, Enriched Wheat Flour (Unbleached Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Water, Sugar, Soybean Oil, Malt Syrup (Extract of Corn and Malt), Dough Conditioner (Rye Flour, Wheat Gluten, Ascorbic Acid, Enzymes, Guar and/or Arabic Gums, Mono and Diglycerides), Contains 2% or less of: Mold Inhibitor (Cultured Organic Spelt Flour, Lactic Acid, Natural Wheat Sour, Cultured Wheat Starch and Wheat Flour), Crystalline Fructose, Yeast (Leavening), Salt, Soy Flour, Vital Wheat Gluten, Egg Replacer (Whole Soy Flour, Corn Syrup Solids, Algin), Malt Powder (Malted Barley, Dextrose), Soybean Lecithin. **Low Moisture Part Skim Mozzarella Cheese:** Pasteurized Part Skim Milk, Cheese Cultures, Salt, Natamycin (A Natural Mold Inhibitor), Enzymes, Soy Lecithin (Non-Sticking Agent). **Turkey Ham** – Turkey Thigh, Water, Isolated Soy Protein, Salt, Sugar, Less Than 2% Of Potassium Lactate, Sodium Phosphate, Potassium Acetate, Smoke Flavoring, Sodium Nitrite, Sodium Erythorbate. **Turkey Salami:** Turkey, Mechanically Separated Turkey, Seasoning (Salt, Dextrose, Corn Syrup Solids, Spices, Garlic Powder, Sodium Erythorbate), Water, Contains 2% Or Less Salt, Natural Smoke Flavoring, Sodium Nitrite. **Turkey Pepperoni:** Turkey, Pepperoni Seasoning (Corn Syrup, Spices (Mustard), Paprika (Color), Dextrose, Paprika Oleoresin (Color), Garlic Powder, Spice Extractives, Smoke Flavoring), Water, Contains 2% Or Less Salt, Citric Acid, Dextrose, Carrageenan, Pepper, Sodium Nitrite.

Andrew P. Signorelli
Dir./Tech. Services
Tasty Brands

CONTAINS: 72 – 4.50 OZ SERVINGS PER CASE
(1 SANDWICH PER SERVING)



Product Formulation Statement (Product Analysis) for Meat/meat Alternate (M/MA)

Product Name: Whole Grain Italian Combo Sandwich Code No: 70014
 Case/Pack/Count/Portion/Size: 72/4.50 oz. servings per case

I. Meat/Meat Alternate

| Description of Creditable Ingredients per Food Buying Guide | Ounces per Portion of Creditable Ingredient | Multiply | Food Buying Guide Yield | Creditable Amount* |
|---|---|----------|-------------------------|--------------------|
| "Turkey pepperoni" (Turkey boneless fresh or frozen w/ skin in natural proportions) | 0.400 | x | 0.621 | 0.248 |
| Fully cooked Turkey Ham (boneless, skinless turkey thigh) | 0.480 | x | 0.700 | 0.336 |
| Turkey Salami CN# 073682 | 0.500 | x | 0.615 | 0.308 |
| RF Mozzarella Cheese | 1.000 | x | 1.000 | 1.000 |
| A. Total Creditable M/MA Amount | | x | | 1.892 |

* Creditable amount - Ounce per portion of creditable ingredient x FBG yield information.

II. Alternate Protein Product (APP)

| Description of APP, manufacturer's name, & code number | Oz Dry APP per Portion | Multiply | % of Protein As-Is* | Divide by 18** | Creditable Amount*** |
|---|------------------------|----------|---------------------|----------------|----------------------|
| Isolated Soy Protein | 0.038 | x | 86.00 | ÷ by 18 | 0.182 |
| | | x | | ÷ by 18 | |
| | | x | | ÷ by 18 | |
| | | x | | ÷ by 18 | |
| B. Total Creditable APP Amount | | | | | 0.182 |
| TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest 1/4 oz) | | | | | 2.000 |

*Percent protein as-is as provided on APP documentation

**18 is the percent protein when fully hydrated

***Creditable amount of APP is ounced dry APP x percent protein as-is divided by 18

Total number of servings purchased 72/4.50 oz.
 Total oz of meat/meat alternate 2.0 oz

I certify that the above is true and accurate when prepared according to instructions. I further certify that any APP used in this product conforms to Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A)

VP of Operations

Title

Andrew P. Signorelli

02/08/18

516-938-4588

Printed Name

Date

Phone Number

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Formulation Statement for Documenting Grains in School Meals

Product Name: Whole Grain Italian Combo Sandwich Code No: 70014
Case/Pack/Count/Portion/Size: 72/4.50 oz. servings per case

I. Does the product meet the Whole Grain-Rich Criteria? Yes No

(Refer to SP-30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program)

II. Does the product contain non-creditable grains? Yes No How many grams: _____

(Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains cannot be credited using Exhibit A weights, only by calculating total creditable grains.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I.

(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H, 28 grams per oz eq; Group I, volume or weight).

Indicate which Exhibit A Group (A-I) the product belongs: B

| Description of Product per Food Buying Guide | Portion Size (oz) of Product as Purchased | Weight of one ounce equivalent as listed in SP 30-2012 | Creditable Amount ¹ |
|---|---|--|--------------------------------|
| Whole Grain Roll | 2.00 | 1.00 | 2.00 |
| A. Total Creditable Amount² | | | 2.00 |

¹(Portion size) ÷ (Exhibit A weight for one oz eq)

²Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

| Description of Creditable Grain Ingredient* | Portion Size (g)** | Grams of Creditable Grain Ingredient per Portion ¹ | Gram Standard of Creditable Grain per oz equivalent (16g or 28g) | Creditable Amount ² |
|---|--------------------|---|--|--------------------------------|
| | | | | |
| | | | | |
| A. Total Creditable Amount³ | | | | |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

**If known, use the raw dough weight for a more accurate creditable amount.

¹(Portion size) x (% of creditable grains in formula).

²(Grams of creditable grains) ÷ (standard grams of creditable grains from corresponding Group of Exhibit A).

²Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased: 4.50 oz.

Total contribution of product (per portion): 2.00 oz-eq

I certify that the above information is true and correct and that a 4.50 ounce portion of this product (ready for serving) provides 2.00 oz equivalent Grains. I further certify that non-creditable grains are not above 0.25oz per portion.

Andrew P. Signorelli

VP of Operations

Title

02/08/18

516-938-4588

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Date

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61925 – WG Turkey and Cheese Ciabatta Meal

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz meat/meat alternate, 2.0 oz equivalent grains, 1/2 cup fruit and 1/2 cup additional vegetable based on the USDA Food Buying Guide Requirements.

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|--------------|---|--------------|--------------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61925 | M/MA / Grain | WG Smoked Turkey and Cheese on Ciabatta IW, 16504 | 4.35 oz | 2 m/ma, 2 oz eq gr | 230 | 6 | 2.5 | 0.0 | 35 | 790 | 422 | 26 | 2 | 4 | 0 | 19 | 0.0 | 208.0 | 1.0 |
| | Fruit/Veg | Apple Sauce, Unsweetened | 4.5 oz | 1/2 cup f | 50 | 0 | 0.0 | 0.0 | 0 | 0 | 93 | 14 | 1 | 12 | 0 | 0 | 0.0 | 5.0 | 0.3 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0 | 0.0 | 0.0 | 0 | 30 | 100 | 16 | 0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | | Total Nutritional Profile | | | 340 | 6 | 2.5 | 0.0 | 35 | 820 | 615 | 56 | 3 | 30 | 0 | 19 | 0.0 | 213.0 | 1.3 |

INGREDIENTS: WG Smoked Turkey and Cheese on Ciabatta: Bread - Water, Whole Wheat Flour, Enriched Wheat Flour [Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid] Sugar, Contains less than 2% of Canola Oil, Yeast, Wheat Gluten, Salt, Natural Butter Flavor, Natural Mold Inhibitor [Cultured Wheat Flour, Vinegar] Sodium Bicarbonate, Fumaric Acid, Enzymes. Smoked Turkey - Turkey Wing Meat, Water, Salt, Sodium Phosphate, Sodium Nitrite, Brown, Sugar, Corn Starch, Dextrose, Sugar, Sodium Erythorbate, Black Pepper. Cheese - Cultured Pasteurized Milk and Skim Milk, Whey Protein Concentrate, Contains less than 2% of Salt, Potassium and Sodium Citrates, Lactic Acid, Sorbic Acid [Preservative], Natural Flavor, Xanthan Gum, Locust Bean Gum, Guar Gum, Apo-Carotene and Beta Carotene [Color], Vitamin A Palmitate, Enzymes, Soy Lecithin and Soybean Oil Blend. **Apple Sauce, Unsweetened:** Apples, Water, Ascorbic Acid. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water, Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Contains: Wheat, Soy and Milk.**

Each meal kit contains:

- Protein component(s) (2 m/ma)
- Grain component(s) (2 oz eq)
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf Life: Frozen: min. 3 months (-10° to 0°F)
 Refrigerated: 3 days (<38 °F)
 Thawed: 8-10 hours

Case Count: 30 meals

TiHi: 7 x 6

Case dimensions: 23.75" x 12.625" x 10.875"

Case cube: 1.89 ft³

Net wt: 24.09 lb

Gross wt.: 29.9 lb

Case Code: "Best used by" date

GTIN: 10693392003291

I certify that the information above is correct

N. Castro.

Natalia Castro
 Technical Services/QA Director



61921 - Crustless Peanut Butter & Grape Jelly Sandwich Meal

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz meat/meat alternate, 2.0 oz equivalent grains, 1/2 cup fruit and 1/2 cup additional vegetable based on the USDA Food Buying Guide Requirements.

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|---------------------------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61921 | M/MA / Grain | Smucker's® Uncrustables® Peanut Butter & Grape Jelly Sandwich | 2.6 oz | 1 m/ma, 1ozg | 300 | 16.0 | 3.5 | 0.0 | 0 | 270 | 235 | 32 | 4 | 15 | 12 | 9 | 0.0 | 43.0 | 1.0 |
| | M/MA | Light String Cheese | 1 oz | 1 m/ma | 60 | 3.0 | 2.0 | 0.0 | 10 | 200 | 23 | 0 | 0 | 0 | 0 | 7 | 0.0 | 200.0 | 0.0 |
| | Grain | Cheez-it Cracker (WG) | 0.75 oz | 1 oz eq gr | 100 | 3.5 | 1.0 | 0.0 | <5 | 150 | 50 | 14 | 1 | 0 | 0 | 2 | 0.0 | 20.0 | 0.9 |
| | Fruit/Veg | Apple Sauce, Strawberry | 4.5 oz | 1/2 cup f | 60 | 0.0 | 0.0 | 0.0 | 0 | 0 | 92 | 15 | 1 | 12 | 0 | 0 | 0.0 | 5.0 | 0.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0.0 | 0 | 30 | 100 | 16 | 0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Total Nutritional Profile | | | | 580 | 22.5 | 6.5 | 0.0 | 10 | 650 | 500 | 77 | 6 | 41 | 12 | 18 | 0.0 | 268.0 | 1.9 |

INGREDIENTS: **Smucker's Uncrustables Peanut Butter & Grape Jelly Sandwich:** Peanut Butter: Peanuts, Sugar, Contains 2% or less of: Molasses, Fully Hydrogenated Vegetable Oils (Rapeseed and Soybean), Mono And Diglycerides, Salt. Bread: Unbleached Whole Wheat Flour, Enriched Unbleached Flour (Wheat Flour, Malted Barley Flour, Niacin, Ferrous Sulfate, Thiamin Mononitrate, Riboflavin, Folic Acid), Water, Sugar, Yeast, Contains 2% or less of: Wheat Gluten, Soybean Oil, Salt, Dough Conditioners (Mono And Diglycerides, Sodium Stearoyl Lactylate, Datem, Enzymes, Ascorbic Acid, Calcium Peroxide). Grape Jelly: Sugar, Grape Juice, Contains 2% or less of: Pectin, Citric Acid, Potassium Sorbate (Preservative). **Light String Cheese:** Pasteurized Part Skim Milk, Cheese Cultures, Salt, Enzymes, Vitamin D Palmitate. **Cheez-it (WG):** Whole Wheat Flour, Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Vitamin B1 [Thiamin Mononitrate], Vitamin B2 [Riboflavin], Folic Acid), White Cheddar Cheese (Milk, Cheese Cultures, Salt, Enzymes), Soybean Oil (with TBHQ For Freshness). Contains 2% or less of Salt, Paprika, Yeast, Paprika Extract Color, Turmeric Extract Color, Annatto Extract Color, Soy Lecithin. **Apple Sauce, Strawberry:** Apples, Water, Strawberry Puree, Ascorbic Acid (Vitamin C), Malic Acid, Citric Acid. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc), Reconstituted Fruit Juice Blend, (Water, Conc.Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Contains:** Wheat, Milk, Soy, and Peanuts.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- Grain component(s) (2 oz eq)
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf Life: Frozen: min. 3 months (-10°F to 0°F)
 Refrigerated: 3 days (<38 °F)
 Thawed: 8-10 hours

Case Count: 30 meals

TiHi: 8 x 7

Case dimensions: 23.75" x 9.75" x 11.375"

Case cube: 1.52 ft³

Net wt: 24.1 lb

Gross wt: 27.9 lb

Case Code: "Best used by" date

GTIN: 10693392003277

I certify that the above information is correct

N. Castro, Natalia Castro
 Technical Services/QA Director



61445 – Beef Stick (Clean Label) Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz equivalent meat alternate, 1.0 oz equivalent grains, ½ cup additional vegetable and ½ cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|---------------------------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61445 | Protein | Clean Label Beef Stick | 1.10 oz | 1 m/ma | 120 | 10.0 | 4.0 | 0 | 15 | 360 | 0 | <1 | 0.0 | 0 | 0 | 6 | 0.0 | 0.0 | 0.7 |
| | Protein | Sunflower Seeds | 1 oz | 1 m/ma | 190 | 17.0 | 1.5 | 0 | 0 | 110 | 175 | 4 | 2.0 | 1 | 0 | 5 | 0.0 | 31.0 | 1.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Raisins | 1.33 oz | 1/2 cup f | 120 | 0.2 | 0.0 | 0 | 0 | 5 | 287 | 29 | 2.0 | 27 | 0 | 1 | 0.0 | 18.5 | 0.9 |
| | Grain | Cheez-It Cracker (WG) | 0.75 oz | 1 oz eq gr | 100 | 3.5 | 1.0 | 0 | <5 | 150 | 50 | 14 | 1.0 | 0 | 0 | 2 | 0.0 | 20.0 | 0.9 |
| | Total Nutritional Profile | | | | 590 | 30.7 | 6.5 | 0 | 15 | 655 | 612 | 63 | 5.0 | 42 | 0 | 14 | 0.0 | 69.5 | 3.5 |

INGREDIENTS: Beef Stick (Clean Label): Beef, Water, Salt, Natural Flavors, Dextrose, Cultured Celery Juice Powder, Lactic Acid Starter Culture.

Sunflower Seeds: Sunflower Kernels, Sunflower Oil, Salt. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water, Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Raisins:** California Seedless Raisins, less than 0.5% Canola Oil. **Cheez-It Cracker (WG):** Whole Wheat Flour, Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Vitamin B1 [Thiamin Mononitrate], Vitamin B2 [Riboflavin], Folic Acid), White Cheddar Cheese (Milk, Cheese Cultures, Salt, Enzymes), Soybean Oil (with TBHQ For Freshness). Contains 2% Or Less Of Salt, Paprika, Yeast, Paprika Extract Color, Turmeric Extract Color, Annatto Extract Color, Soy Lecithin.

Contains: Wheat, Soy and Milk.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)

Case count: 30 meals per case

TiHi: 8 x 7

Case dimensions: 23.75" x 9.75" x 11.375"

Case cube: 1.52 ft³

Net wt: 15.5 lbs

Gross wt: 19 lbs

Case code: "Best used by" date

GTIN: 10693392005806

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61419 - Cheese Cup with Salsa Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.00 oz equivalent meat alternate, 1.25 oz equivalent grains, 1/2 cup red vegetable and 1/2 cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|---------------------------|-----------|-------------------------|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61419 | Protein | Cheese Spread Cup | 2 oz | 1 m/ma | 140 | 12.0 | 8.0 | 0 | 40 | 520 | 80 | 1 | 0.0 | 0 | 0 | 6 | 2.2 | 300.0 | 0.0 |
| Chips & Dips | Protein | Sunflower Seeds | 1 oz | 1 m/ma | 190 | 17.0 | 1.5 | 0 | 0 | 110 | 175 | 4 | 2.0 | 1 | 0 | 5 | 0.0 | 31.0 | 1.0 |
| Fruit/Veg | | Salsa, Red Gold | 3.0 oz | 1/2 cup red v | 25 | 0.0 | 0.0 | 0 | 0 | 195 | 300 | 5 | 1.0 | 3 | 0 | 1 | 0.0 | 16.0 | 1.0 |
| Fruit/Veg | | Apple Juice, 100% Juice | 4 fl oz | 1/2 cup f * | 60 | 0.0 | 0.0 | 0 | 0 | 10 | 0 | 15 | 0.0 | 12 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| Grain | | WG Wheat Cracker | 1 oz | 1.25 oz eq gr | 110 | 3.5 | 0.5 | 0 | 0 | 160 | 84 | 19 | 2.0 | 2 | 2 | 0.0 | 5.0 | 5.0 | 5.0 |
| Total Nutritional Profile | | | | | 525 | 32.5 | 10.0 | 0 | 40 | 995 | 639 | 44 | 5.0 | 18 | 2 | 14 | 2.2 | 352.0 | 7.0 |

INGREDIENTS: **Cheese Spread Cup:** Cheddar Cheese, (Milk, Cheese Culture, Salt, Enzymes), Water, Cream, Whey, Sodium Phosphate, Sodium Citrate, Natural Cheddar Cheese Flavor, Locust Bean Gum, Sorbic Acid (Preservative), Apo-Carotenal for Color. **Sunflower Seeds:** Sunflower Kernels, Sunflower Oil, Salt. **Salsa, Red Gold:** Tomato Puree (Water, Tomato Paste), Diced Tomatoes, Jalapeno Peppers, Water, Vinegar, Dried Onion, Sea Salt, Salt, Sugar, Dried Garlic, Natural Flavor, Spices, Citric Acid. **100% Juice - Apple Juice:** Water, Apple Juice Concentrate, Vitamin C (Ascorbic Acid). **WG Wheat Cracker:** Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Soybean Oil, Sugar, Salt, Sodium Bicarbonate, Malt Syrup, Molasses, Honey, Ammonium Bicarbonate, Onion Powder, Citric Acid, Cream of Tartar (Potassium Bitartrate), Sodium Acid Pyrophosphate, Honey Flavor, Garlic Powder. **Contains:** Wheat and Milk.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30
 TiHi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net wt: 20.6 lbs
 Gross wt: 26 lbs
 Case code: "Best used by" date
 GTIN: 10693392001600

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61418 – Cheese Stick With Marinara Sauce Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.00 oz equivalent meat alternate, 1.25 oz equivalent grains, ½ cup red/orange vegetable and ½ cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|---------------------------|----------------------------------|--------------|----------------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61418 | Protein | JUMBO White Cheddar Cheese Stick | 2 oz | 2 m/ma | 200 | 16.0 | 12.0 | 0 | 50 | 720 | 46 | 2 | 0.0 | 0 | 0 | 12 | 0.0 | 366.0 | 0.0 |
| | Fruit/Veg | Marinara Sauce, Red Gold | 2.5 oz | 1/2 cup red/orange v | 40 | 1.0 | 0.0 | 0 | 0 | 200 | 235 | 7 | 2.0 | 4 | 1 | 1 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Apple Sauce, Strawberry | 4.5 oz | 1/2 cup f | 60 | 0.0 | 0.0 | 0 | 0 | 92 | 15 | 1.0 | 12 | 0 | 0 | 0 | 0.0 | 5.0 | 0.0 |
| | Grain | WG Wheat Cracker | 1 oz | 1.25 oz eq gr | 110 | 3.5 | 0.5 | 0 | 0 | 160 | 84 | 19 | 2.0 | 2 | 2 | 2 | 0.0 | 5.0 | 5.0 |
| | Total Nutritional Profile | | | | 410 | 20.5 | 12.5 | 0 | 50 | 1080 | 457 | 43 | 5.0 | 18 | 3 | 15 | 0.0 | 376.0 | 5.0 |

INGREDIENTS: **Cheese Stick:** Cultured Pasteurized Milk, Water, Salt, Sodium Phosphate, Natural Flavoring, Sorbic Acid (Preservative), Enzymes. **Marinara Sauce, Red Gold:** Tomato Puree (Water, Tomato Paste), Diced Tomatoes, Sugar, Soybean Oil, Salt, Dried Garlic, Dried Onion, Spices, Parsley, Citric Acid. **Applesauce, Strawberry:** Apples, Water, Strawberry Puree, Natural Flavors, Ascorbic Acid (Vitamin C), Malic Acid, Citric Acid. **WG Wheat Cracker:** Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Soybean Oil, Sugar, Salt, Sodium Bicarbonate, Malt Syrup, Molasses, Honey, Ammonium Bicarbonate, Onion Powder, Citric Acid, Cream of Tartar (Potassium Bitartrate), Sodium Acid Pyrophosphate, Honey Flavor, Garlic Powder. **Contains:** Wheat and Milk.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30
 TiHi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net wt: 18.75 lbs
 Gross wt: 25 lbs
 Case code: "Best used by" date
 GTIN: 10693392001594

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61417 - Roasted Red Pepper Hummus Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.00 oz equivalent meat alternate, 1.25 oz equivalent grains, ½ cup additional vegetable and ½ cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|---------------------------|-----------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61417 | Protein | Hummus, Roasted Red Pepper | 3 oz | 1 m/ma | 120 | 7.0 | 0.5 | 0 | 0 | 310 | 150 | 12 | 4.0 | 2 | 0 | 4 | 0.0 | 50.0 | 1.4 |
| | Protein | Sunflower Seeds | 1 oz | 1 m/ma | 190 | 17.0 | 1.5 | 0 | 0 | 110 | 175 | 4 | 2.0 | 1 | 0 | 5 | 0.0 | 31.0 | 1.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Raisins | 1.33 oz | 1/2 cup f | 120 | 0.2 | 0.0 | 0 | 0 | 5 | 287 | 29 | 2.0 | 27 | 0 | 1 | 0.0 | 18.5 | 0.9 |
| | Grain | WG Wheat Cracker | 1 oz | 1.25 oz eq gr | 110 | 3.5 | 0.5 | 0 | 0 | 160 | 84 | 19 | 2.0 | 2 | 2 | 2 | 0.0 | 5.0 | 5.0 |
| Total Nutritional Profile | | | | | 600 | 27.7 | 2.5 | 0 | 0 | 615 | 796 | 80 | 10.0 | 46 | 2 | 12 | 0.0 | 104.5 | 8.3 |

INGREDIENTS: **Hummus, Roasted Red Pepper:** Chick Peas (Chick Peas, Water, Salt), Roasted Red Pepper Puree (Sweet Red Peppers, Water, Salt, Citric Acid), Ground Sesame Seed, Canola Oil, Contains 2% or less Garlic Powder, Onion Powder, Seasoning (Garlic and Onion Powder, Red Bell Pepper Flavor (Red Bell Pepper, Salt, Yeast Extract, Maltodextrin, Torula Yeast, Natural Hickory Smoke Flavor), Citric Acid, Paprika, Salt, Spice), Citric Acid, Paprika, Salt, Cumin. **Sunflower Seeds:** Sunflower Kernels, Sunflower Oil, Salt. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc), Reconstituted Fruit Juice Blend (Water, Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Raisins:** California Seedless Raisins, less than 0.5% Canola Oil. **WG Wheat Cracker:** Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Soybean Oil, Sugar, Salt, Sodium Bicarbonate, Malt Syrup, Molasses, Honey, Ammonium Bicarbonate, Onion Powder, Citric Acid, Cream of Tartar (Potassium Bitartrate), Sodium Acid Pyrophosphate, Honey Flavor, Garlic Powder. **Contains:** Wheat and Sesame.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30 meals per case
 TiHi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net wt: 19.5 lbs
 Gross wt: 26 lbs
 Case code: "Best used by" date
 GTIN: 10693392001587

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61411 - Sun Butter Cup with Jelly Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.00 oz equivalent meat alternate, 1.25 oz equivalent grains, 1/2 cup additional vegetable and 1/2 cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|----------------------------------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61411 | Protein | Sun Butter | 1.1 oz | 1 m/ma | 200 | 17.0 | 2.0 | 0 | 0 | 130 | 190 | 7 | 2.0 | 3 | 3 | 7 | 0.0 | 30.0 | 1.6 |
| | Protein | Cheese Stick | 1 oz | 1 m/ma | 100 | 8.0 | 6.0 | 0 | 25 | 360 | 23 | 1 | 0.0 | 0 | 0 | 6 | 0.0 | 183.0 | 0.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Raisins | 1.33 oz | 1/2 cup f | 120 | 0.2 | 0.0 | 0 | 0 | 5 | 287 | 29 | 2.0 | 27 | 0 | 1 | 0.0 | 18.5 | 0.9 |
| | Grain | WG Wheat Cracker | 1 oz | 1.25 oz eq gr | 110 | 3.5 | 0.5 | 0 | 0 | 160 | 84 | 19 | 2.0 | 2 | 2 | 2 | 0.0 | 5.0 | 5.0 |
| | Extra | Jelly Pack | 1 oz | -- | 70 | 0.0 | 0.0 | 0 | 0 | 10 | 20 | 18 | 0.0 | 12 | 10 | 0 | 0.0 | 0.0 | 0.0 |
| | Total Nutritional Profile | | | | 590 | 28.7 | 8.5 | 0 | 25 | 685 | 684 | 72 | 6.0 | 46 | 5 | 16 | 0.0 | 236.5 | 7.5 |

INGREDIENTS: **Sun Butter:** Roasted Sunflower Seeds, Sugar, Mono-Diglycerides to prevent separation, Salt. **Cheese Stick:** Cultured Pasteurized Milk, Water, Salt, Sodium Phosphate, Natural Flavoring, Sorbic Acid (Natural Preservative), Color (Paprika And Turmeric), Enzymes. **Raisins:** California Seedless Raisins, less than 0.5% Canola Oil. **Juice Breaks, Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water and Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **WG Wheat Cracker:** Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Soybean Oil , Sugar, Salt, Sodium Bicarbonate, Malt Syrup, Molasses, Honey, Ammonium Bicarbonate, Onion Powder, Citric Acid, Cream of Tartar (Potassium Bitartrate), Sodium Acid Pyrophosphate, Honey Flavor, Garlic Powder. **Jelly Pack:** Grape Juice (Grape Juice Concentrate, Water), Corn Syrup, Citric Acid, Pectin, Potassium Sorbate (A Preservative). **Contains:** Wheat and Milk.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)

Case count: 30 meals per case

TiHi: 8 x 7

Case dimensions: 23.75" x 9.75" x 11.375"

Case cube: 1.52 ft³

Net wt: 17.6 lbs

Gross wt: 25 lbs

Case code: "Best used by" date

GTIN: 10693392000771

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61406 - Cheese Stick, Beef Stick Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz equivalent meat alternate, 1.0 oz equivalent grains, 1/2 cup additional vegetable and 1/2 cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|---------------------------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61406 | Protein | JUMBO White Cheddar Cheese Stick | 2 oz | 2 m/ma | 200 | 16.0 | 12.0 | 0 | 50 | 720 | 46 | 2 | 0.0 | 0 | 0 | 12 | 0.0 | 366.0 | 0.0 |
| | Protein | Beef Stick | 0.25 | -- | 35 | 3.5 | 1.0 | 0 | 10 | 110 | 0 | 0 | 0.0 | 0 | 0 | 1 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Apple Sauce, Strawberry | 4.5 oz | 1/2 cup f | 60 | 0.0 | 0.0 | 0 | 0 | 0 | 92 | 15 | 1.0 | 12 | 0 | 0 | 0.0 | 5.0 | 0.0 |
| | Grain | Cheez-It Cracker (WG) | 0.75 oz | 1 oz eq gr | 100 | 3.5 | 1.0 | 0 | <5 | 150 | 50 | 14 | 1.0 | 0 | 0 | 2 | 0.0 | 20.0 | 0.9 |
| | Total Nutritional Profile | | | | 455 | 23.0 | 14.0 | 0 | 60 | 1010 | 288 | 47 | 2.0 | 26 | 0 | 15 | 0.0 | 391.0 | 0.9 |

INGREDIENTS: **Cheese Stick:** Cultured Pasteurized Milk, Water, Salt, Sodium Phosphate, Natural Flavoring, Sorbic Acid (Preservative), Enzymes. **Beef Stick:** Beef, Mechanically Separated Chicken, Water, Dextrose, Salt, Flavorings, Corn Syrup, Smoke Flavoring, Sodium Erythorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHT, TBHQ, Citric Acid. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water and Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Apple Sauce, Strawberry:** Apples, Water, Strawberry Puree, Natural Flavor, Ascorbic Acid (Vitamin C), Malic Acid, Citric Acid. **Cheez-It Cracker (WG):** Whole Wheat Flour, Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Vitamin B1 [Thiamin Mononitrate], Vitamin B2 [Riboflavin], Folic Acid), White Cheddar Cheese (Milk, Cheese Cultures, Salt, Enzymes), Soybean Oil (with TBHQ For Freshness). Contains 2% Or Less Of Salt, Paprika, Yeast, Paprika Extract Color, Turmeric Extract Color, Annatto Extract Color, Soy Lecithin. **Contains:** **Wheat, Soy and Milk.**

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30 meals per case
 TiHi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net wt: 21.5 lbs
 Gross wt: 26.4 lbs
 Case code: "Best used by" date
 GTIN: 10693392003253

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61404 -Butterball Turkey Stick Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz equivalent meat alternate, 1.0 oz equivalent grains, 1/2 cup additional vegetable and 1/2 cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|---------------------------|-----------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61404 | Protein | Butterball Turkey Stick | 1.1 oz | 1 m/ma | 80 | 4.5 | 1.5 | 0 | 20 | 370 | 0 | 3 | 0.0 | 3 | 3 | 7 | 0.0 | 0.0 | 0.4 |
| | Protein | Sunflower Seeds | 1 oz | 1 m/ma | 190 | 17.0 | 1.5 | 0 | 0 | 110 | 175 | 4 | 2.0 | 1 | 0 | 5 | 0.0 | 31.0 | 1.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Apple Sauce, Unsweetened | 4.5 oz | 1/2 cup f | 50 | 0.0 | 0.0 | 0 | 0 | 0 | 93 | 14 | 1.0 | 12 | 0 | 0 | 0.0 | 5.0 | 0.3 |
| | Grain | Grahams, Mini Cinnamon (WG) | 0.9 oz | 1 oz eq gr | 100 | 3.0 | 1.0 | 0 | 0 | 65 | 50 | 18 | 1.1 | 7 | 7 | 1 | 0.0 | 8.0 | 1.0 |
| Total Nutritional Profile | | | | | 480 | 24.5 | 4.0 | 0 | 20 | 575 | 418 | 55 | 4.1 | 37 | 10 | 13 | 0.0 | 44.0 | 2.7 |

INGREDIENTS: **Butterball Turkey Stick:** Turkey, Honey, Water, Salt, Sugar, Brown Sugar, Dextrose, Natural Flavors, Lactic Acid Starter Culture. **Sunflower Seeds:** Sunflower Kernels, Sunflower Oil, Salt. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water and Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Apple Sauce, Unsweetened:** Apples, Water, Ascorbic Acid. **Grahams, Mini Cinnamon (WG):** Whole Wheat Flour, Sugar, Bleached Enriched Flour (Bleached Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Shortening (Palm Oil, Canola Oil), Cinnamon, Honey, Molasses, Soy Lecithin, Salt, Baking Soda, Eggs, Milk. **Contains:** **Wheat, Egg, Soy and Milk.**

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)

Case count: 30 meals per case

TiHi: 8 x 7

Case dimensions: 23.75" x 9.75" x 11.375"

Case cube: 1.52 ft³

Net wt: 21.6 lbs

Gross wt: 25 lbs

Case code: "Best used by" date

GTIN: 10693392005226

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61402 - Jif Peanut Butter & Jelly Meal Breaks

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.0 oz equivalent meat alternate, 1.0 oz equivalent grains, ½ cup additional vegetable and ½ cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|---------------------------|-----------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61402 | Protein | Jif- Peanut Butter Cup | 1.1 oz | 1 m/ma | 180 | 15.0 | 3.0 | 0 | 0 | 130 | 175 | 8 | 2.0 | 3 | 2 | 7 | 0.0 | 16.0 | 1.0 |
| | Protein | Sunflower Seeds | 1 oz | 1 m/ma | 190 | 17.0 | 1.5 | 0 | 0 | 110 | 175 | 4 | 2.0 | 1 | 0 | 5 | 0.0 | 31.0 | 1.0 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 100 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Apple Sauce, Unsweetened | 4.5 oz | 1/2 cup f | 50 | 0.0 | 0.0 | 0 | 0 | 0 | 93 | 14 | 1.0 | 12 | 0 | 0 | 0.0 | 5.0 | 0.3 |
| | Grain | MJM Honey Graham | 1 oz | 1 oz eq gr | 110 | 3.0 | 0.5 | 0 | 0 | 140 | 53 | 20 | 2.0 | 6 | 6 | 2 | 0.0 | 5.0 | 2.0 |
| | Extra | Grape Jelly Smuckers | 0.5 oz | -- | 35 | 0.0 | 0.0 | 0 | 0 | 0 | 0 | 9 | 0.0 | 9 | 8 | 0 | 0.0 | 0.0 | 0.0 |
| Total Nutritional Profile | | | | | 625 | 35.0 | 5.0 | 0 | 0 | 410 | 596 | 71 | 7.0 | 45 | 16 | 14 | 0.0 | 57.0 | 4.3 |

INGREDIENTS: **Jif- Peanut Butter Pouch:** Roasted Peanuts, Sugar, Contains 2% or less of: Molasses, Fully Hydrogenated Vegetable Oils (Rapeseed and Soybean), Mono and Diglycerides, Salt. **Sunflower Seeds:** Sunflower Kernels, Sunflower Oil, Salt. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water, Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Apple Sauce, Unsweetened:** Apples, Water, Ascorbic Acid. **Honey Graham Crackers:** Whole Wheat Flour, Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Sugar, Soybean Oil, Oat Fiber, Honey, Salt, Sodium Bicarbonate, Molasses, Added Vitamins And Iron (Ascorbic Acid, Vitamin A Palmitate, Niacinamide, Iron/Electrolytic, Riboflavin, Thiamin Mononitrate, Maltodextrin As Carrier), Extract Of Annatto. **Grape Jelly Pouch:** Concord Grapes, Sugar, Fruit Pectin, Citric Acid. **Contains:** Wheat and Peanuts.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30 meals per case
 Ti Hi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net wt: 22.7 lbs
 Gross wt: 29.4 lbs
 Case code: "Best used by" date
 GTIN: 10693392003239

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



61401 – Chicken Salad Meal Break

Serving Size: 1 meal

Each serving (1 meal) of Meal Breaks provides 2.00 oz equivalent meat alternate, 1.25 oz equivalent grains, ½ cup additional vegetable and ½ cup fruit based on the USDA Food Buying Guide requirements

| Code | Component | Menu item | Serving Size | Component Value | Cal | Tot Fat g | Sat Fat g | Trans fat g | Chol mg | Sod mg | Potassium mg | Total Carb g | Dietary Fiber g | Sugar g | Added Sugar g | Prot g | Vit D mcg | Calcium mg | Iron mg |
|-------|---------------------------|--|--------------|-----------------|-----|-----------|-----------|-------------|---------|--------|--------------|--------------|-----------------|---------|---------------|--------|-----------|------------|---------|
| 61401 | Protein | Chicken Salad | 3 oz | 2 m/ma | 150 | 6.0 | 1.5 | 0 | 40 | 420 | 190 | 8 | 1 | 3 | 2 | 14 | 0.1 | 30.0 | 0.8 |
| | Fruit/Veg | Juice Breaks Vegetable Juice Punch, 100% Juice | 4 fl oz | 1/2 cup addl v | 60 | 0.0 | 0.0 | 0 | 0 | 30 | 119 | 16 | 0.0 | 14 | 0 | 0 | 0.0 | 0.0 | 0.0 |
| | Fruit/Veg | Apple Sauce, Strawberry | 4.5 oz | 1/2 cup f | 60 | 0.0 | 0.0 | 0 | 0 | 0 | 92 | 15 | 1.0 | 12 | 0 | 0 | 0.0 | 5.0 | 0.0 |
| | Grain | WG Wheat Cracker | 1 oz | 1.25 oz eq gr | 110 | 3.5 | 0.5 | 0 | 0 | 160 | 84 | 19 | 2.0 | 2 | 2 | 2 | 0.0 | 5.0 | 5.0 |
| | Total Nutritional Profile | | | | 380 | 9.5 | 2.0 | 0 | 40 | 610 | 485 | 58 | 4.0 | 31 | 4 | 16 | 0.1 | 40.0 | 5.8 |

INGREDIENTS: **Chicken Salad:** Cooked Chicken, Dressing (Water, Food Starch - Modified, Distilled Vinegar, Microcrystalline Cellulose, Egg Yolks, Sea Salt, Color Added, Sodium Carboxymethyl Cellulose, Xanthan Gum, Salt, Mustard Flour, Extracts of Turmeric and Paprika [Color], Natural Flavor), Water, Heat Stable Mayonnaise (Soybean Oil, Water, Whole Eggs, Egg Yolks, Distilled Vinegar, Salt), Textured Soy Flour, Glucono Delta Lactone, Sugar, Whey Protein Isolate (Whey Protein Isolate, Soy Lecithin), Contains 2% or less Salt, Garlic Powder, Onion Powder. **Juice Breaks Vegetable Juice Punch:** Reconstituted Vegetable Juice (Water and Sweet Potato Conc.), Reconstituted Fruit Juice Blend (Water, Conc. Juices of Apple and White Grape), Natural Flavoring, Citric Acid, Ascorbic Acid. **Apple Sauce, Strawberry:** Apples, Water, Strawberry Puree, Ascorbic Acid (Vitamin C), Malic Acid, Citric Acid. **WG Wheat Cracker:** Whole Wheat Flour, Enriched Wheat Flour (Wheat Flour, Niacin, Reduced Iron, Thiamin Mononitrate, Riboflavin, Folic Acid), Soybean Oil, Sugar, Salt, Sodium Bicarbonate, Malt Syrup, Molasses, Honey, Ammonium Bicarbonate, Onion Powder, Citric Acid, Cream of Tartar (Potassium Bitartrate), Sodium Acid Pyrophosphate, Honey Flavor, Garlic Powder. **Contains:** Wheat, Egg, Soy and Milk.

Each meal kit contains:

- Protein component(s) (2 m/ma)
- One grain component
- One vegetable and one fruit component
- Spoon, napkin & straw

A trash bag is included in each master case

Shelf life: 4 months, minimum (Shelf Stable 35°F-85°F)
 Case count: 30 meals per case
 Ti -Hi: 8 x 7
 Case dimensions: 23.75" x 9.75" x 11.375"
 Case cube: 1.52 ft³
 Net case wt: 23.4 lbs
 Gross case wt: 32 lbs
 Case code: "Best used by" date
 GTIN: 10693392003222

I certify that the information above is correct

N. Castro.

Natalia Castro
Technical Services/QA Director



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 1

Posted on August 5, 2024

Request for Proposal (RFP) #24-150NS PRE-PREPARED MEALS AND SANDWICH PRODUCTS

To: ALL BIDDERS

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

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

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

1. See Page 22-23 (adding scoring for Small/Minority Business owned businesses, change highlighted in yellow).

Amended From:

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|------------------------|--|------------------------|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |

| | | | |
|--|--|--|----|
| Delivery Specifications | <p>100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.</p> <p>75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery</p> <p>0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.</p> | <ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Nitrate and Nitrite Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free</p> <p>50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all.</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | <p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p> | <ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |
| Safety Records and Controls | <p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace</p> | <ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|-----------------------------|--|--|------------|
| | any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | | |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 120 |

Amended To:

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|-------------------------|---|--|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |

| | | | |
|--|--|--|----|
| | frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | | |
| Nitrate and Nitrite Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free | - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free | - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above. | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |
| Safety Records and Controls | 100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|--|--|--|------------|
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| Contracting with Minority-Owned Businesses | 100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC. | Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire | 5 |
| Contracting with Small Businesses | 100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business | Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 130 |

2. See Page 25-26 (adding Contracting with Minority/Small business questions, change highlighted in yellow)

Amended From:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the

refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.

4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

Amended To:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

17. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

18. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years..."?

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature



Date

Christopher Medina-Contract and Bids Manager

Print Name and Title

Sysco Food Services San Francisco

Print Company Name

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Vendor Questionnaire - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

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

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe? Yes.
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
97 tractors, years 2012 to 2019 (66 freightliner Cascadia, 22 Volvo NM, 9 Mack Anthem)
108 trailers years 2004 to 2020 (57 Hyundai, 40 kidron, 6 utilifly, 5 great dane) -every unit is on a 90 day BIT program
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
No later than 3PM. There is no limit to case quantities when adding to an existing order.
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders? Items in stock can be ordered the day before a delivery. Please allow 2-3 weeks for non-stock special order items.
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
Yes, Cyndi Cunha-Bid Specialis, Chris Medina- Contract and Bids Manager
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
Sysco has been around since 1969, 55 years.
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
No.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
The Director or lead will receive a phone/email/or text from the rep, depending on the requirement of the school.
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
For off-day deliveries only, there is an \$850 and 20 cases minimum.

13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
Across the Northern California region we service over 300 schools.

14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
Sysco utilizes a 3rd party company named Bell Tower Technologies, to call customers with recall information and instructions.

15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
Yes.

16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?
No.

17. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?
No.

18. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years..."?
No.

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation): Sysco Food Services San Francisco

Signature of Bidder's Authorized Representative: 

Date of Signing: 8/13/2024

Print Name & Title of Authorized Representative: Christopher Medina- Contract and Bids Manager

Phone Number: 510-602-8159

Email: SFBIDS@SYSCO.COM



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

INVITATION NOTICE REQUEST FOR PROPOSAL (RFP)

July 16, 2024

To: Interested Bidders

The Oakland Unified School District (“OUSD”) (“District”) is soliciting proposals for the following:

PROJECT:

Request for Proposal (RFP) #24-150NS
PRE-PREPARED MEALS AND SANDWICH PRODUCTS

BACKGROUND:

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 34,700 students. We encourage you to visit our website <https://www.ousd.org> for more information about the District.

BID INFORMATION:

For more information about our bids, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #24-150NS

PRE-PREPARED MEALS AND SANDWICH PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

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

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

**Proposals Due:
August 8, 2024 at 2:00 PM PST**

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

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RFP Schedule Of Events

The following schedule will be used by the District.

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | July 12, 2024 |
| Deadline for Questions: | August 1, 2024 @ 2:00 p.m. pst |
| Deadline to Deliver Taste Testing Samples | August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601 |
| Proposal/Bid Submitted to District: | August 8, 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | August 14 -15, 2024 |
| Final Bid Award Notice: | August 21, 2024 |
| Contract Start Date: | September, 2024 |

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

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

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

Francisco Flores, Procurement Analyst
francisco.flores@ousd.org

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

Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of Proposals from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Pre-Prepared Meals and Sandwiches (“Products”) to the District, as further described herein.

General Information about the District

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

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

The District is seeking Proposals from qualified vendors/companies to procure and deliver products to our Central Kitchen located 2850 West St. Oakland, CA 94608. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reducing the distance that food travels between producers and students, supporting labor law compliance along the supply chain, and supporting food production practices that have lower environmental impacts. As such, the District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, The District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by the District in 2016, is included in this solicitation as a Reference Document, [Attachment 19].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment "20"], and must submit required completed Itemized Bid List, [Attachment "2"]. For a brief overview of the Program and data collection process, [please watch this short video](#). (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown ingredients to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced.

The District seeks to support Socially Disadvantaged Farmers or Ranchers following the USDA definition of Socially Disadvantaged:

"Socially Disadvantaged Farmer or Rancher: The Consolidated Farm and Rural Development Act defines a socially disadvantaged group as one whose members have been subject to racial, ethnic, or gender prejudice because of their identity as members of a group without regard to their individual qualities. USDA regulations further define socially disadvantaged farmers and ranchers (SDFRs) as belonging to the following groups: American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, Hispanics, and women."

The District is seeking to:

1. Ensure that students are receiving high quality Pre-Prepared Meals and Sandwich Products,
2. Purchase high quality Pre-Prepared Meals and Sandwich Products at the best possible price,
3. Offer more Pre-Prepared Meals and Sandwich Products that include locally grown ingredients, and those that support Socially Disadvantaged Farmers when possible,
4. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Pre-Prepared Meals and Sandwich Products,
5. Partner with a Pre-Prepared Meals vendor that will provide excellent customer service.

General Requirements

Buy American Provision – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)).

According to Senate Bill 490 OUSD specifies that they will only purchase agricultural food products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non domestically.
3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

An “Agricultural food product” means a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Local Preference – Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place. The Successful Bidder(s) shall ensure all products delivered to the District shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

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

Pricing-Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP and may be extended upon mutual consent of Oakland Unified School District and vendor for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596. If extended, price increases may be negotiated. In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Itemized Bid List for Products to be provided. Bidders submitting a RFP shall specify product ‘Pack Size’, ‘Unit Description’, ‘Pallet tie height specifications’, ‘Price per Unit’, ‘Extended Price’, ‘Non-USA grown question’ pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period August, 2024 through June 30, 2025. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. Proposers must agree to fix contract prices for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Itemized Bid List – The District’s Itemized Bid List is attached hereto. The “Notes” section should be used to indicate if an item is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price).

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods

and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 10 percent of the estimated value of the contract.

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

District Evaluation/Selection Process

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

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

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

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District's needs to provide the Products as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected ("Successful Bidder"). The Successful Bidder will be selected based on qualifications and demonstrated competence that

include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Products. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, pre-prepared meals and sandwich products from other vendors throughout the contract if it deems necessary.

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

Protests Selection Procedure

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

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

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

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or

“PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Bidder agrees, by submission of its response for the District’s consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

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

Competency of Bidders Submitting a Proposal – A proposal will only be accepted from, or a contract awarded to, a contractor who is licensed in accordance with the law, to whom a proposal form has been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

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

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

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

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

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

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

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

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

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

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

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the

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

Formation of Contract – Bidder's signed Proposal and District's written acceptance with approval from the District's Governing Board shall constitute a binding contract.

Contract Term - It is the intent to award the contract for an initial one year period with the option to renew it for two (2), one-year periods for a possible total contract term of three (3) years. The decision to renew the contract will be at the sole discretion of the District and agreed upon by both parties.

Insurance Requirements – Successful Bidder shall maintain insurance as specified in the Section titled, "Minimum Insurance/Coverage." Successful Bidder must furnish the District with the Certificates of Insurance proving coverage as specified in the section titled, "Minimum Insurance/Coverage" and naming the District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Bidder submitting a proposal shall specify price, product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the District's Food & Nutrition Services Department. All costs for containers shall be borne by the vendor.

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

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

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the

term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the contract may be canceled.

Taste Testing - District will require/request a sample of one case of each listed in the Bid Item List Attachment "2" for taste testing to evaluate for taste, texture, overall quality of product, appeal, consistency and nutritional value. Bidders must deliver samples to the Nutrition Services, 2850 West St. from 8:00 am - 12 pm (noon) pst on August 8, 2024. Mark and label drop of samples as: "**Attn: Chris, RFP PREPARED Samples**".

Ingredients - The District requires that meals contain no high fructose corn syrup, pork products, chocolate, or MSG. The District prefers that meals contain no nitrates or nitrites and no trans fats. The District prefers that meals contain a minimum amount of preservatives. All Pre-Prepared Meals and Sandwich Products shall meet Food & Nutrition standards set by the Department. Preference will be given to meals that contain the least possible amount of Undesirable Ingredients (Appendix A).

Variety – The District desires to have a variety of meal flavor profiles to provide to students. Preference will be given to suppliers that can provide a greater variety of meals.

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

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

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

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

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may

withdraw Proposals only by written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

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

For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

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

of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.

5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver Pre-Prepared Meals and Sandwich Products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required.

Awarded vendor(s) will be required to make direct deliveries to one (1) site. The site requires 1-2 days per week deliveries due to storage limitations or volume purchases.

2. All deliveries shall occur between the hours of 5:00 a.m. and 10:00 a.m. pacific time. Overnight deliveries, or “Dark drops,” will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's requests one (1) delivery per week that are not yet determined but will be Monday-Friday

| OUSD Delivery Location | | | | |
|-------------------------------|-------------------------------------|------------------------|-------------------------|-------------------------------|
| Location | Address | Delivery Times | Preferred Delivery Days | Number of Deliveries Per Week |
| Central Manufacturing Kitchen | 2850 West Street, Oakland, CA 94601 | 5:00 am - 10:00 am pst | Monday- Friday TBD | 1 |

Proposal Submission Instructions

Proposals shall be emailed to the Procurement Department at procurement@ousd.org no later than **August, 8, 2024 at 2:00 pm. pst.**

Proposal shall be submitted with subject line: **“RFP Proposal # 24-150NS”**

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

Proposals submitted via email should be submitted as PDF file format. PDF file size should be sufficient enough to send via email, the District does not assume

responsibility if the PDF file is too large to email. If electronic submission is a factor, the District encourages hand delivery of the proposal directly to the Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm pst. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

Proposal Submission Checklist - Attachment “1”

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Att.1, this form)
- Itemized Bid List (Att. 2)
- Request for Proposal Signature Page (Att. 3)
- Evaluation Criteria (Att.4)
- Food Tasting Scorecard (Att. 5)
- Vendor Questionnaire (Att. 6)
- References with 2 References (Att. 7)
- Non Collusion Affidavit (Att. 8)
- Bidder's Statement Regarding Insurance Coverage (Att. 9)
- Worker's Compensation Insurance Certification Form (Att. 10)
- Drug Free Workplace Certification (Att. 11)
- Equal Opportunity Employment (Att. 12)
- Fingerprint Clearance/Criminal Background Investigation (Att. 13)
- Certificate of Independent Price Determination (Att. 14)
- Suspension and Debarment Certification (Att. 15)
- Certification Regarding Lobbying (Att. 16)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 17)
- Buy American Certification Form (Att. 18)
- Good Food Purchasing Resolution (Att. 19)
- Good Food Purchasing Bidding Vendor Pledge (Att. 20)
- China Prohibition Certification (Att. 21)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)

Itemized Bid List - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

[ITEM LIST LINK](#)

In addition, the List will be posted on our procurement webpage under RFP #24-250NS, titled, Itemized Bid List - Attachment 2

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

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

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

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|--|--|---|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Nitrate and Nitrite Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free 50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free | - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | 100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free | - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | 100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to | - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |

| | | | |
|-----------------------------|--|--|------------|
| | identify best priced seasonal products. 0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above. | | |
| Safety Records and Controls | 100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 120 |

Food Tasting Scorecard - Attachment “5”

| Points of Item to Overall Score | Item Being Scored | Evaluation Criteria | Vendor Score |
|---------------------------------|-------------------|--|--------------|
| 5 | Flavor | Bidder will submit product sample to evaluate flavor profile | |
| 5 | Appearance | Product will be evaluated for product appearance that will be appealing to students | |
| 5 | Color | Product will be evaluated on color that will be appealing to students | |
| 5 | Aroma | Product will be evaluated on aroma smell that will be appealing to students | |
| 5 | Texture | Product will be evaluated on texture which is soft, chewy, easy to consume, and palatable that will be appealing to students | |
| 25 Points | Total | | |

By signing this, I acknowledge that I have reviewed OUSD’s Evaluation Criteria and Food Tasting Scorecard.

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

Signature of Bidder’s Authorized Representative: _____

Date of Signing: _____

Vendor Questionnaire - Attachment “6”
TO BE SUBMITTED WITH PROPOSAL

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

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list (“Attachment 20”) nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list (“Attachment 20”) free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?

13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

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

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

References - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

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

Reference #1

| | |
|---|--|
| School District | |
| Contact Person & Title | |
| Email | |
| Telephone Number | |
| Required Number of Deliveries per Week | |

Reference #2

| | |
|---|--|
| School District | |
| Contact Person & Title | |
| Email | |
| Telephone Number | |
| Required Number of Deliveries per Week | |

Reference #3

| | |
|---|--|
| School District | |
| Contact Person & Title | |
| Email | |
| Telephone Number | |
| Required Number of Deliveries per Week | |

Non Collusion Affidavit - Attachment "8"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of _____

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal."

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Workers' Compensation Insurance Certificate - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

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

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

(Signature) _____
(Name Handwritten or Typed Name)

Equal Opportunity Employment - Attachment “12”

TO BE SUBMITTED WITH PROPOSAL

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

CERTIFICATE

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

DATE: _____

_____ CONTRACTOR

By: _____

Fingerprinting/Criminal Background Investigation Certification - Attachment “13”

TO BE SUBMITTED WITH PROPOSAL

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET

(Education Code Section 45125.1)

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education

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

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

Dated: _____

Name: _____

Signature: _____

Title: _____

Certificate Of Independent Price Determination - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

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

| | | |
|----------------|--|-------------|
| | | |
| Name of Bidder | | Name of SFA |

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

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

| | | | | |
|---|--|-------|--|------|
| | | | | |
| Signature of Bidder's Authorized Representative | | Title | | Date |

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

| | | | | |
|--|--|-------|--|------|
| | | | | |
| Signature of SFA's Authorized Representative | | Title | | Date |

Suspension and Debarment Certification - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

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

RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

| | | |
|---|----------------|-------------------|
| Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000: | | Agreement Number: |
| Address of School Food Authority: | | |
| Printed Name and Title of Submitting Official: | Signature : | Date: |
| OR | | |
| Name of Vendor: | | |
| Printed Name and Title: | Signature : | Date: |

DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|--|---|---|
| <p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p> | <p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year _____ quarter _____</p> <p>Date of last report _____</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p> | | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> |
| <p>6. Federal Department/Agency:</p> | | <p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p> |
| <p>8. Federal Action Number, if known:</p> | | <p>9. Award Amount, if known: \$ _____</p> |
| <p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p> | | <p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p> |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | | <p>Signature: Print Name: Title: Telephone No.: Date:</p> |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p> |

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

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

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

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

Iran Contracting Act Of 2010 Compliance Affidavit - Attachment “17”

TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for,

or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH BID

Oakland Unified School District is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

Oakland Unified School District must be notified in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval. The written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quantity; and/or
- b) Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

I/we, _____, certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless otherwise mutually agreed upon and pre-approved by Alum Rock Union Elementary Unified School District.

Signature

Date

If the District has agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the District.

Oakland Unified School District will monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless otherwise agreed upon between Oakland Unified School District and the vendor and documented.

Good Food Purchasing Resolution - Attachment “19”

RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT Resolution No. 1617-0079

Oakland Unified School District District Commitment - Good Food Purchasing Policy/Program

WHEREAS, the Oakland Unified School District (“OUSD” or “District”) procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland’s Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland (“RSLO”) Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO’s recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD’s healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District

currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

Good Food Purchasing Bidding Vendor Pledge - Attachment “20”

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- Communicating our participation in the Good Food Purchasing Program to all farmers, food suppliers, food manufacturers, and other subcontractors you may work with.
- Establishing supply chain accountability and a traceability system to verify sourcing commitments, and sharing this information with us when requested.
- Complying with due diligence reporting requirements to assess baseline purchases and measure annual progress. As part of The District’s commitment to the Good Food Purchasing Program, The District collects specific data for the Center for Good Food Purchasing to analyze and assess compliance with and successes in increasing the amount of good food procured.
- Proposing vendor commits to submitting the following due diligence reporting requirements on an annual basis:
 - Time period of purchase (such as month and year, or range of months)
 - Farmer AND/OR Processor/Shipper/Manufacturer/Broker/Wholesaler (whichever is applicable)
 - Brand (if applicable)
 - Farm location AND/OR processing or manufacturing location at the city level (whichever is applicable)
 - Vendor item number
 - Manufacturer product code (if applicable)
 - UPC code (if applicable)
 - Product description
 - Known certifications (if applicable)
 - Pack size
 - Quantity purchased and UOM
 - Net weight per quantity (in lbs)
 - Total weight (in lbs)
 - Cost per unit
 - Total cost per quantity purchased
 - Total dollar value spent for all food items purchased as part of this contract
- Working with us to complete a baseline purchasing assessment of food procurement practices for analysis by the Center for Good Food Purchasing.
- Working with us to annually increase the procurement of food aligned with the core values of the Good Food Purchasing Program.
- Seeking to bring us new products that demonstrate innovation and progress as it relates to the Good Food Purchasing Program

Date: _____

Name of bidding company: _____

Name and title of representative signing: _____

Signature: _____

China Prohibition Certification - Attachment "21"

TO BE SUBMITTED WITH PROPOSAL

To ensure compliance with the Consolidated Appropriations Act of 2021 that was signed into law on December 27, 2020, all Child Nutrition Programs are prohibited from using federal funds to procure raw or processed poultry products that are imported into the United States from the People's Republic of China. It is the program operator's responsibility to ensure the country of origin for all nondomestic raw or processed poultry products, whether purchased directly by the program operator or on their behalf. The prohibition set forth in the Consolidated Appropriations Act of 2021 (Public Law 116-260) Division A, Section 764, does not allow for any exceptions.

To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

This certification shall be in effect for the entire term of the contract if awarded.

I/we _____, certify that we will not manufacture or distribute raw or processed poultry products that are imported into the United States from the People's Republic of China to be sold/distributed to the Alum Rock Union Elementary Unified School District for use in their school meal programs and paid for by federal funds.

Printed Name and Title of Person Signing

Signature

Date

Undesirable Ingredients List (Source: Eat Real) - Appendix A

| Ingredient Category | Ingredient Name |
|--|--|
| Artificial Sweetener & Other Sugar-Free Sweeteners | acesulfame-K (acesulfame potassium) |
| Emulsifier | acetylated esters of mono and diglycerides |
| Anti-caking Agent | aluminum calcium silicate |
| Flour Treatment Agents | ammonium chloride |
| Artificial Flavors | artificial flavors |
| Artificial Sweetener & Other Sugar-Free Sweeteners | aspartame |
| Flour Treatment Agents | Azodicarbonamide (ADA) |
| Artificial Preservatives | benzoates (general term) |
| Artificial Preservatives | benzoic acid |
| Flour Treatment Agents | benzoyl peroxide |
| Artificial Preservatives | BHA (butylated hydroxyanisole) |
| Artificial Preservatives | BHT (butylated hydroxytoluene) |
| Flour Treatment Agents | bleached flour |
| Artificial Food Coloring | blue 1 (FD&C Blue No. 1) |
| Artificial Food Coloring | blue 2 (FD&C Blue No. 2) |
| Flour Treatment Agents | bromated flour (general term) |
| Emulsifier | brominated vegetable oil (BVO) |
| Flour Treatment Agents | calcium bromate |
| Artificial Preservative | calcium disodium EDTA |
| Flour Treatment Agents | calcium peroxide |
| Phosphates | calcium phosphates |
| Artificial Preservative | calcium propionate |
| Artificial Sweetener & Other Sugar-Free Sweeteners | calcium saccharin |
| Artificial Preservative | calcium sorbate |
| Dough Conditioner | calcium stearoyl-2-lactylate |
| Fat Substitute | caprocaprylobehenin |
| Artificial Food Coloring | caramel Color CL 3-4 |
| Artificial Food Coloring | certified colors (synthetic colors, FD&C colors) |
| Artificial Food Coloring | citrus Red 2 (Citrus Red No. 2) |
| Colorings (naturally derived) | cochineal extract/carmine |

| | |
|--|---|
| Dough Conditioner | cysteine (l-cysteine, l-cysteine hydrochloride) |
| Emulsifier | DATEM (Diacetyl tartaric and fatty acid esters of mono and diglycerides) "Panodan is the brand name |
| Emulsifier | diethyl sodium sulfosuccinate (DSS) |
| Artificial Preservative | disodium calcium EDTA (calcium disodium EDTA) |
| Artificial Preservative | disodium dihydrogen EDTA |
| Flavor Enhancer | disodium guanylate (GMP) |
| Flavor Enhancer | disodium inosinate (IMP) |
| Anti-chelating Preservative | EDTA (Ethylenediaminetetraacetic acid) |
| Artificial Preservative | ethoxyquin |
| Artificial Flavor | ethyl vanillin |
| Artificial Preservative | ethylene oxide |
| Artificial Food Coloring | FD & C colors (food colors) |
| Artificial Food Coloring | green 3 (FD&C Green No. 3) |
| Emulsifier | hexa-, hepta-and octa-esters of sucrose (Olestra) |
| Added Sugar | high fructose corn syrup |
| Fat Substitute | hydrogenated fats |
| Flavor Enhancer | hydrolyzed proteins (vegetable, wheat, soy, wheat, etc) |
| Emulsifier | lactylated esters of mono- and diglycerides |
| Anti-foaming Agent | methyl silicon |
| Artificial Preservative | methylparaben |
| Emulsifier | micro particulate whey protein derived fat |
| Flavor Enhancer | Monosodium Glutamate (MSG, sodium glutamate) |
| Mold Inhibitor | natamycin |
| Artificial Sweetener & Other Sugar-Free Sweeteners | neotame |
| Nitrates/nitrites | nitrates/nitrites |
| Artificial Food Coloring | Orange B |
| Phosphates | Phosphoric acid |
| Poorly Digested Carbohydrate | polydextrose |
| Artificial Preservatives | potassium benzoate |
| Flour Treatment Agents | potassium bromate |
| Phosphates | potassium phosphates |
| Artificial Preservative | potassium sorbate |
| Artificial Preservative | propionates (propionic acid) |
| Artificial Preservatives | propyl gallate |
| Artificial Preservative (baking) | propylparaben |

| | |
|--|--|
| Artificial Food Coloring | red 3 (FD&C Red No. 3) |
| Artificial Food Coloring | red 40 (FD&C Red No. 40) |
| Artificial Sweetener & Other Sugar-Free Sweeteners | saccharin |
| Phosphates | sodium aluminum phosphate |
| Sulfites | sodium aluminum sulfate |
| Artificial Preservatives | sodium benzoate |
| Mold Inhibitor | sodium diacetate |
| Nitrates/nitrites | sodium nitrate/nitrite |
| Phosphates | sodium phosphates |
| Artificial Preservative (baking) | sodium propionate |
| Artificial Preservative | sodium stearoyl-2-lactylate (sodium stearoyl lactylate, SSL) |
| Artificial Preservative | sorbic acid |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sorbitol |
| Artificial Sweetener & Other Sugar-Free Sweeteners | sucralose |
| Emulsifier | sucroglycerides |
| Fat Substitute | sucrose polyester |
| Artificial Preservative. | sulfites |
| Artificial Preservative | TBHQ (tertiary butylhydroquinone) |
| Artificial Preservative | tetrasodium EDTA |
| Caffeine/Stimulants | theobromine |
| Artificial Flavors | vanillin (synthetic only) |
| Artificial Food Coloring | yellow 5 (FD&C Yellow No. 5) |
| Artificial Food Coloring | yellow 6 (FD&C Yellow No. 6) |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 1

Posted on August 5, 2024

Request for Proposal (RFP) #24-150NS PRE-PREPARED MEALS AND SANDWICH PRODUCTS

To: ALL BIDDERS

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

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

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

1. See Page 22-23 (adding scoring for Small/Minority Business owned businesses, change highlighted in yellow).

Amended From:

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|------------------------|--|------------------------|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |

| | | | |
|--|--|--|----|
| Delivery Specifications | <p>100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.</p> <p>75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery</p> <p>0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.</p> | <ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |
| Nitrate and Nitrite Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free</p> <p>50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all.</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | <p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p> | <ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |
| Safety Records and Controls | <p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace</p> | <ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|-----------------------------|--|--|------------|
| | any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria. | | |
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 120 |

Amended To:

| Evaluation Criteria | Description and Points Awarded | Points Based On | Max. Points |
|-------------------------|---|--|-------------|
| Price | 100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid. | Itemized Bid List | 30 |
| Food Tasting Scorecard | Total points based on the combined points score for the following attached rubric criteria, based on ability to provide a product sample that is tested by an OUSD Nutrition Services Taste Panel to determine the following quality factors: appearance, aroma, texture, color, and flavor. | Food Tasting Scorecard | 25 |
| Delivery Specifications | 100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of | - Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire | 20 |

| | | | |
|--|---|--|----|
| | frequent untimely and/or inaccurate deliveries even if delivery time & days can be met. | | |
| Nitrate and Nitrite Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are nitrate free</p> <p>50% of Max Points: Some meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free, but not all.</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate and nitrite free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Nitrate/Nitrite Content" in Vendor Questionnaire | 5 |
| Trans Fat Content | <p>100% of Max Points: All meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are Trans Fat free</p> | <ul style="list-style-type: none"> - Responses to Questions Labeled "Trans Fat Content" in Vendor Questionnaire | 5 |
| Service Reliability and Past Performance | <p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p> | <ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire - Reputation and Past Experience | 10 |
| Safety Records and Controls | <p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace any product to its original supplier and source of origin.</p> <p>Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place.</p> <p>0 Points: Unable to meet or provide above specified criteria.</p> | <ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire | 10 |

| | | | |
|--|--|--|------------|
| Local Geographic Preference | 100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients. | Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire | 5 |
| Variety | 100% of Max Points: Ability to provide more than one variety of meal for each set of nutritional requirements outlined on Itemized Bid List | Itemized Bid List | 5 |
| Undesirable Ingredients | 100% of Max Points: Foods contain none of the ingredients in the Undesirable Ingredients list 0% of Max Points: Foods contain one or more of the ingredients in the Undesirable Ingredients list | - Responses to Questions Labeled "Undesirable Ingredients- " in the Vendor Questionnaire | 5 |
| Contracting with Minority-Owned Businesses | 100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC. | Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire | 5 |
| Contracting with Small Businesses | 100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business | Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire | 5 |
| TOTAL POINTS: | | | 130 |

2. See Page 25-26 (adding Contracting with Minority/Small business questions, change highlighted in yellow)

Amended From:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the

refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.

4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list ("Attachment 20") nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
 - b. We provide some nitrate/nitrite free options, but not 100%
 - c. None of our meal options are nitrate or nitrite free.
6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

Amended To:

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
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6. Trans Fat Content - Are 100% of the meal options provided in the item list ("Attachment 20") free of trans fat?
 - a. Yes
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7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?

16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?

17. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?

18. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years..."?

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

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

Vendor Questionnaire - Attachment “6”
TO BE SUBMITTED WITH PROPOSAL

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

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes No
2. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
3. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
4. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
5. Nitrate/Nitrite Content - How many of the meal options provided in the item list (“Attachment 20”) nitrate/nitrite free?
 - a. Yes, 100% of the meal options provided are nitrate/nitrite free
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6. Trans Fat Content - Are 100% of the meal options provided in the item list (“Attachment 20”) free of trans fat?
 - a. Yes
 - b. No
7. Service Reliability and Past Performance - What is the lead time you require for orders?
8. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
9. Service Reliability and Past Performance - How many years has your company been in the pre-prepared meal business?
10. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
11. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
12. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?

13. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
14. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
15. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
16. Undesirable Ingredients - Are any of the ingredients on the Undesirable Ingredients list (Appendix A) included in your Foods?
17. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?
18. Contracting with Small Businesses: Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars (\$10,000,000) or less over the past three years..."?

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

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

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____



Oakland Unified School District

Pre-Prepared Meals & Sandwich Products (RFP) #24-150NS

Reply to Questions Received Through August 1, 2024

Date: August 5, 2024

To: All Prospective Respondents

From: Rosaura Altamirano, *Senior Manager, Supply Chain & Logistics*

This notice responds to the questions received by the Oakland Unified School District regarding RFP#24-150NS Pre-Prepared Meals & Sandwich Products

| | |
|-------------------|---|
| Question 1 | What products are you currently receiving? |
| Answer 1 | We are currently purchasing Classic Delight Thaw & Serve and Tasty Brands Thaw & Serve. In the past we have bought Eastside Foods shelf stable meals. |

| | |
|-------------------|-----------------------------|
| Question 2 | What is the price for them? |
| Answer 2 | N/A |

| | |
|-------------------|---|
| Question 3 | Is it for each item or 1 price for all? |
| Answer 3 | Can bid on individual line items. |

| | |
|-------------------|---------------------------------------|
| Question 4 | Who are your vendors for these items? |
| Answer 4 | Gold Star |

| | |
|-------------------|--|
| Question 5 | We would like to bid multiple items for each bid line. Can we insert lines or create our own line list? |
|-------------------|--|

| | |
|-----------------|-----|
| Answer 5 | Yes |
|-----------------|-----|

| | |
|-------------------|--|
| Question 6 | Can you please provide the list of the top 12 allergens? |
| Answer 6 | Milk, Eggs, Peanuts, Tree Nuts, Fish, Crustaceans (shellfish), Wheat, Soy, Sesame, Mustard, Celery, Corn |

| | |
|-------------------|---|
| Question 7 | Can samples be submitted a day before the bid due date? |
| Answer 7 | Bidders must deliver samples to the Nutrition Services, 2850 West St. from 8:00 am - 12 pm (noon) pst on August 8, 2024. Mark and label drop off samples as: "Attn: Chris, RFP PREPARED Samples". |

| | |
|-------------------|---|
| Question 8 | Do you offer concessions for Minority/Small Businesses? |
| Answer 8 | OUSD will offer concessions to Minority/Small Businesses per CFR 200.321. Amendment 1, to be released outlines the concessions. |

| | |
|-------------------|--|
| Question 9 | Can you please verify what documentation we must provide to our Distributor under "Authorized Distributor" on Page 10? |
| Answer 9 | A signed letter on company letterhead confirming the Distributor is an Authorized Distributor. |



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Amendment No. 2

Posted on September 11, 2024

Request for Proposal (RFP) #24-150NS PRE-PREPARED MEALS AND SANDWICH PRODUCTS

To: ALL BIDDERS

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

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

1. See Page 3. RFP Schedule of Events

Amended From:

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | July 12, 2024 |
| Deadline for Questions: | August 1, 2024 @ 2:00 p.m. pst |
| Deadline to Deliver Taste Testing Samples | August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601 |
| Proposal/Bid Submitted to District: | August 8, 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | August 14 -15, 2024 |
| Final Bid Award Notice: | August 21, 2024 |
| Contract Start Date: | September, 2024 |

Amended To:

| DATE | ACTION |
|--|---|
| RFP Posting/First Advertisement: | July 12, 2024 |
| Deadline for Questions: | August 1, 2024 @ 2:00 p.m. pst |
| Deadline to Deliver Taste Testing Samples | August 8, 2024, 8:00 a.m. - 12 p.m. pst Location: 2850 West St. Oakland, CA 94601 |
| Proposal/Bid Submitted to District: | August 8, 2024 @ 2:00 p.m. pst |
| Potential Interviews (If Necessary): | August 14 -15, 2024 |
| Final Bid Award Notice: | September 30, 2024 |
| Contract Start Date: | October, 2024 |

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.