

Board Office Use: Legislative File Info.	
File ID Number	26-0960
Introduction Date	5/13/2026
Enactment Number	
Enactment Date	



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 May 13, 2026

Subject Amendment No. 2 Food Service Specialty Proteins - Cream Co., LLC - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 2 to Specialty Proteins K-12 Meal Program Agreement by and between Oakland Unified School District and Cream Co., LLC, Oakland, CA, to exercise the second of two one-year options to renew the Specialty Protein Contract for the period of July 1, 2026 through June 30, 2027. The not-to-exceed amount will remain at \$859,143.00. All other terms and conditions of the Agreement remain in full force and effect.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Food Service Specialty Protein supplies are necessary purchases for these programs. On July 12, 2024, Nutrition Services advertised Request for Proposal (RFP) No. 24-151NS. Five vendors responded to the RFP. Cream Co., LLC was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, Food Tasting, Nitrate Content, experience, geographic preference, antibiotic and hormone content, minority ownership, small business ownership, sustainability, and safety.

RFP No. 24-151NS contained a clause allowing two (2) one-year extensions of the contract.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$859,143.00

Attachment(s)

- Amendment No. 2, Cream Co., LLC, Specialty Proteins
- Vendor Renewal Commitment Letter

- 25-2150 Amendment No. 1 Specialty Proteins K-12 Meal Program for Nutrition Services - Cream Co LLC - Nutrition Services Department, approved February 12, 2025



February 18, 2026

Cream Co.
700 Julie Ann Way, Oakland, CA 94621

Subject: Renewal of RFP 24-151NS

Dear Sam,

The Oakland Unified School District Food & Nutrition Services is requesting to amend RFP 24-151NS for renewal for the upcoming 2026-2027 school year with Cream Co. Please fill out, sign and return this letter, including a price increase list (if applicable), no later than Wednesday, March 4, 2026, so that we may recommend for Board Approval.

Price Update Details:

- No price increase Price increase of _____% applied to all items
- Variable price increases. Vendor to provide detailed price list with response.


Included as Exhibit B are additional items available to bid for RFP 24-151NS. Please review and include with your response if applicable.

If you indicated a price increase, please provide a brief (1-2 sentence) justification:

- Accept renewal of contract RFP 24-151NS commencing on July 1, 2026 and ending on June 30, 2027.
- Reject the renewal of contract RFP 24-151NS.

Cream Co. LLC

Company Name



Authorized Company Representative Signature

Sarah Brinkman

Print Name

2/19/2026

Date



**AMENDMENT NO. 2 to
Specialty Proteins K-12 Meal Program - Beef 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, 2026
 - New End Date: June 30, 2027

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 \$859,143.00 Per Fiscal Year.

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

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

2025-26 Amendment


Page 2 of 3

- 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: Sam Bookin

Signature: 

Position: Business Development Manager

Date: 3/24/26

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

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

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.

Board Office Use: Legislative File Info.	
File ID Number	25-2150
Introduction Date	9/24/25
Enactment Number	
Enactment Date	



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 September 24, 2025

Subject Amendment No. 1 Food Service Specialty Proteins Cream Co., LLC - Nutrition Services Department

Ask of the Board Approval by the Board of Education of Amendment No. 1 to Specialty Proteins K-12 Meal Program Agreement by and between Oakland Unified School District and Cream Co., LLC, Oakland, CA, to exercise the first of two one-year options to renew the Specialty Protein Contract for the period of July 1, 2025 through June 30, 2026. The not to exceed will remain the same at \$859,143.00. All other terms and conditions of the Agreement remain in full force and effect.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Food Service Specialty Protein supplies are necessary purchases for these programs. On July 12, 2024, Nutrition Services advertised Invitation for Bid (RFP) No. 24-151NS. Five vendors responded to the RFP. Cream Co., LLC was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, Food Tasting, Nitrate Content, experience, geographic preference, antibiotic and hormone content, minority ownership, small business ownership, sustainability, and safety. RFP No. 24-151NS contained a clause allowing two (2) one-year extensions of the contract.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$859,143.00

Attachment(s)

- Amendment No. 1, Cream Co., LLC, Specialty Proteins
- Vendor Renewal Commitment Letter and Price Statement
- 25-0170 - Agreement - Food Service Specialty Proteins Contract - Nutrition Services Department, Enactment No. 25-0090, approved 2/12/25

**AMENDMENT NO. 1 to
Specialty Proteins K-12 Meal Program - Beef 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 \$_.

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

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

2025-26 Amendment


Page 2 of 3

- 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: Sam Bookin

Signature: 

Position: Business Development Manager

Date: 8/25/2025

OUSD

Name: _____

Signature: _____

Position: _____

Date: _____

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

Name: Denise G. Saddler

Signature: _____

Position: Interim Superintendent and Interim Secretary, Board of Education

Date: _____

Template approved as to form by OUSD Legal Department.



4/24/2025

Attn: Oakland Unified School District

Subject: Contract Renewal Request – Specialty Proteins K-12 Meal Program for Nutrition Services

Dear OUSD Nutrition Services Team,

We are writing to confirm our interest in renewing the current contract **RFP#24-151NS** for the supply of specialty proteins, originally effective September 2024.

Cream Co. remains committed to providing high-quality specialty protein products and dependable service. We value our working relationship and are fully prepared to continue our support under the current terms.

We will honor the original pricing quoted in the bid, included below for reference:

Item	Price per pound
Ground Beef	\$5.99
Hot Dogs 8-1	\$10.00
Chicken Drumsticks	\$2.65
Precooked Ground Beef Patty, 2.5oz	\$9.92

Thank you for your trust and partnership. We look forward to the opportunity to continue serving you.

Sincerely,

Samuel Bookin
Business Development Manager





Board Office Use: Legislative File Info.	
File ID Number	25-0170
Introduction Date	2/12/25
Enactment Number	25-0090
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 Specialty Proteins Contract

Ask of the Board Approval by the Board of Education to award bid (RFP) No. 24-151NS: Food Service Specialty Proteins and contract by and between the District and Cream Co., LLC, Oakland, CA, for the latter to provide specialty proteins, as the responsible bidder in an amount not to exceed \$859,143.00 for one year commencing on August 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. Food service Specialty Protein supplies are necessary purchases for these programs. On July 12, 2024, Nutrition Services advertised Invitation for Bid (RFP) No. 24-151NS. Five vendors responded to the RFP. Cream Co., LLC was evaluated and selected on the following criteria: cost of goods, ordering and delivery system, Food Tasting, Nitrate Content, experience, geographic preference, antibiotic and hormone content, minority ownership, small business ownership, sustainability, and safety.

Items Awarded to Cream Co. Meats

- Ground Beef
- Ground Beef - 100% Grass Fed/Finished
- Hot Dogs (8-1)
- Pre-Cooked Ground Beef Patty 2 M/MA

Fiscal Impact

Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$859,143.00

Attachment(s)

- Notice of Intent to Award Bid RFP No. 24-151NS
- Cream Co. LLC Service Agreement
- Cream Co. LLC RFP No. 24-151NS
- OUSD RFP No. 24-151NS



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

NOTICE OF INTENT TO AWARD

September 30, 2024

TO: Cream Co. LLC.

PROJECT:

Request for Proposal (RFP) #24-151NS

SPECIALTY PROTEINS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Specialty Proteins.

OUSD intends to award Cream Co. LLC. for the following items:

- Ground Beef
- Ground Beef - 100% Grass Fed/Finished
- Hot Dogs (8-1)
- Pre-Cooked Ground Beef Patty 2 M/MA

The recommendation to award the bid to Cream Co. LLC, 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, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

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

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
 - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all data and materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
 - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief

may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

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

7. Data and Information Requests.

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

community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

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

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

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.
11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent via email and either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
 - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not

limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

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

15. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**
 - a. **Commercial General Liability Insurance.** VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
 - b. **Workers' Compensation Insurance.** VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**
 - a. **Tuberculosis Screening.** VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR

INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

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

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

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

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities (“Orders”).
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**

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

22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

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

23. **Limitation of OUSD Liability.**

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

24. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD’s own expense, including attorneys’ fees and costs.

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

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

origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

27. **Compliance with California and Federal Laws.** VENDOR shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The VENDOR shall ensure that all activities and services conducted under this AGREEMENT are in strict compliance with such laws and regulations. Any violation of these laws, regulations, or ordinances by the VENDOR or any of its employees, subcontractors, volunteers, or agents shall constitute a material breach of this AGREEMENT.
28. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
29. **Waiver.** No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
30. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
31. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
33. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
34. **Integration/Entire Agreement of Parties.** This AGREEMENT constitutes the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.

35. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
36. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
37. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
38. **Calculation of Time.** For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
39. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
40. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
41. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
42. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY

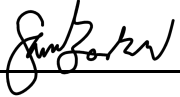
has been given the proper authority and empowered to enter into this AGREEMENT.

- b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
43. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

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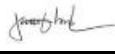
IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:


**VENDOR
CREAM CO. LLC**

Name: Samuel Bookin Signature: 
Position: Business Development Manager Date: 11/29/2024

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

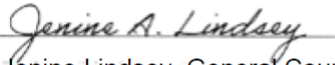
OUSD

Name: Jennifer Brouhard Signature: 
Position: President, Board of Education Date: 2/13/2025
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 
Position: Superintendent and Secretary, Board of Education Date: 2/13/2025

Template Approved as to form by OUSD Legal Department

Approve as to form:


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: CREAM CO. LLC

1. **Services.** Describe the SERVICES VENDOR will provide: Cream Co. partner with Specialty Proteins K-12 Meal Program for Nutrition Services to procure and deliver Protein Ground Beef, Ground Beef – 100% Grass Fed/Finished, Hot Dogs (8-1) and Pre-Cooked Ground Beef Patty 2M/MA to one (1) delivery site, the Central Kitchen located at 2850 West Street, Oakland, CA 94608. The Vendor will work with staff in support of the Good Food Purchasing Program.

2. **Term.**
 - a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.
Start Date: August 1, 2024
 - b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.
End date: June 30, 2025, with 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: \$859,143.

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: Cream Co. LLC

Address: 700 Julie Ann Way

City, ST Zip: Oakland, CA 94621

Phone: (501) 900-6328

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:



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #24-151NS

**SPECIALTY PROTEINS
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: <small>Type text here</small>	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 vendors (“Bidder(s)”) for the provision and delivery of Specialty Proteins (“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 1 delivery site, the 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, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, and support 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 Itemized Bid List, [Attachment “2”]. For a brief overview of the Program and data collection process, [please watch this short video](https://www.youtube.com/watch?v=MxBBhUUi0zs). (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local producers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown produce 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. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list.

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:

- a. Ensure that students are receiving high quality produce,
- b. Purchase high quality produce at the best possible price,
- c. Offer more produce that is locally grown, Organic Certified and supports Socially Disadvantaged Farmers,
- d. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
- e. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
- f. Partner with a produce 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)). This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the three exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by the District over 25 percent higher.

- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food products grown, packed, or produced non-domestically

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

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

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 an RFP shall specify product 'Certifications & Verification', 'Origin of Animal Raising (CA preferred)', 'Cost per Unit' and 'Extended Cost' specifications 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.

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, Specialty Proteins 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

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 2, one-year periods for a possible total contract term of 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 Perishable Samples**".

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.

Conditions and Instructions

Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP. The District intends to select one of the Proposers—but reserves the right to select no Proposer or more than one Proposer—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Proposers that provide Proposals to the District, the District may, at its discretion, interview some or all of those Proposers. One or more Proposers may be selected (“Successful Proposer”). The Successful Proposer 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 Services. Proposals will be evaluated separately and will be awarded to one or more Proposers based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 4.

The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so.

Quantities are for eleven (11) months, from August, 2024 through June, 2025. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See Itemized Bid List - Attachment 2 to be submitted with RFP.
2. Bid pricing must be extended to at most four (4) decimal points.
3. California-raised meat products preferred.
4. “Natural, sustainable and humanely raised meats” preferred. Must provide pricing on all meats that do and do not fit this criteria and note in the questionnaire. “Natural, sustainable and humanely raised meats” can be defined as animals raised without the use of hormones or antibiotics, raised on small scale farms, and/or raised to meet one of the following animal welfare certifications: Certified Humane, Animal Welfare Approved, GAP Step 2+, or American Grass-Fed Association.
 - a. 100% Grass-Fed and Grass-finished beef preferred. Must provide pricing on all meats that do and do not fit this criteria.
 - b. Meats raised with verified regenerative practices preferred. Must provide pricing on all meats that do and do not fit this criteria.
5. Meat products shall be in conformance with the California Food and Agricultural Code and meet USDA federal meal program nutrient standards.
6. Products must adhere to the District’s specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God/Force Majeure.

7. No delivery during school holidays and vacations or Saturday and Sunday.
8. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no “dark” drops.
9. The kitchen supervisor or designee must verify all invoices.
10. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer’s refrigeration failure)
11. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the bidder’s best reduction of expenses, mileage, and time.
12. Meat products shall be delivered in a temperature controlled truck adherent to cold chain requirements of specific products. All deliveries are to be placed into the designated storage area at each site by the delivery driver.
13. All ingredients and allergens must be declared on the product. All products must meet FDA labeling requirements.
14. Each delivery will be inspected. In the event an item does not meet our requirements, the item will be returned for replacement or credit
15. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

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 Specialty Proteins 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 month deliveries due to storage limitations or volume purchases.
2. All deliveries are to be placed into the designated storage area at each site by the delivery driver. Per OUSD union regulations, OUSD employees cannot participate in any way with unloading product from delivery trucks, nor can OUSD employees board or step onto the delivery trucks.
3. 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.
4. 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.

5. 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 requests one (1) delivery per week that is 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 # 24-151NS”**

***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 Format/Submission Checklist - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

Cream Co. LLC

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)

Please see the attached itemized bid list.

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

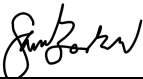
Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800				
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600				
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				

Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				
Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		

Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		

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	Cream Co. LLC
Signature of Company Official	
Name of Signer	Samuel Bookin
Title of Signer	Business Development Manager
Email Address	sbookin@creamcomeats.com
Complete Mailing Address	700 Julie Ann Way
City, State, Zip	Oakland, CA 94621
Phone Number	510-407-4848
Date	8/6/2024
Minimum Dollar Amount for Delivery	\$
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input checked="" 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 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 free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate 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	- HACCP Plan or Food Security and Safety Program - Reference forms	10

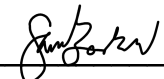
	<p>best food-safety practices in that: Bidder's staff are properly and regularly trained in current safety procedures, Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses 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.</p>	- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Local Geographic Preference	<p>100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.</p>	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	<p>100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.</p>	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	<p>100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.</p>	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in 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 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): Cream Co. LLC

Signature of Bidder's Authorized Representative: 

Date of Signing: 8/6/2024

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) __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. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
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. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

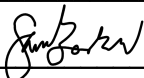
17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

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): Cream Co. LLC

Signature of Bidder's Authorized Representative: 

Date of Signing: 8/6/2024

Print Name & Title of Authorized Representative: Samuel Bookin, Business Development Manager

Phone Number: 510-407-4848

Email: sbookin@creamcomeats.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	Vacaville USD
Contact Person & Title	Juan Cordon, Director of Food Services
Email	jcordon@vacavilleusd.org
Telephone Number	650-520-7999
Required Number of Deliveries per Week	Delivery to over ten sites up to three days per week

Reference #2

School District	Napa Valley USD
Contact Person & Title	Kristen Tekell, Director of Food Services
Email	kristen_tekell@nvusd.org
Telephone Number	707-867-3052
Required Number of Deliveries per Week	Delivery to central warehouse every other week

Reference #3

School District	Natomas USD
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Contact Person & Title	Vince Caguin, Director of Nutrition Services
Email	vcaguin@natomasunified.org
Telephone Number	916-567-5472
Required Number of Deliveries per Week	Delivery to central warehouse every other week

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

State of California
County of Alameda

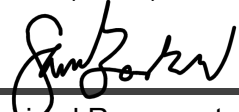
Bidder's Name Cream Co. LLC, being first duly sworn, deposes and says that he or she is Owner of Contractor Name Cream Co. LLC the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, 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."

8/6/2024
(Date)

Cream Co. LLC
Bidder Name
(Person, Firm, Corp.)

700 Julie Ann Way
Address
Oakland, CA, 94621
City, State, Zip

Alameda County, CA
Signed at (Place)


Authorized Representative

Samuel Bookin
Representative's Name
Business Development Manager
Representative's Title

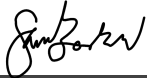
Bidder's Statement Regarding Insurance Coverage - Attachment "9"

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.

Cream Co. LLC

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Samuel Bookin, Business Development Manager

Name & Title of Authorized Representative

8/6/2024

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.

Cream Co. LLC

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Samuel Bookin, Business Development Manager

Name & Title of Authorized Representative

8/6/2024

Date of Signing

Drug-Free Workplace Certification - Attachment "11"

TO BE SUBMITTED WITH PROPOSAL


I, Samuel Bookin, am the Business Development Manager of
(Print Name) (Title)

(Bidder Name): Cream Co. LLC 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 Oakland, CA this day of August 6, 2024
(City and State) (Date)


(Signature)

Samuel Bookin
(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 Cream Co. LLC (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 8/6/2024

Cream Co. LLC

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 Business Development Manager *[insert "owner" or officer title]* of Cream Co. LLC
[insert name of business entity], have read the foregoing and agree that Cream Co. LLC
Cream Co. LLC *[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: 8/6/2024

Name: Samuel Bookin

Signature: 

Title: Business Development Manager

Certificate Of Independent Price Determination - Attachment "14"

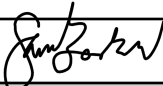
TO BE SUBMITTED WITH PROPOSAL

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

Cream Co. LLC		Oakland Unified School District
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):

		Business Development Manager	8/6/2024
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 Unified School District

RFP#24-151NS

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Samuel Bookin

Business Development Manager

Printed Name

Title



8/6/2024

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

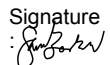
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails 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: Cream Co. LLC		
Printed Name and Title: Samuel Bookin, Business Development Manager	Signature : 	Date: 8/6/2024

N/A



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 style="text-align: center;">\$</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><small>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.</small></p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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

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

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

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

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 (BTRC) 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)

N/A 

Buy American Certification Form - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

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.

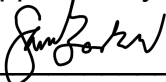
"Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

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 Cream Co. LLC

_____,
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 Oakland Unified School District .



8/6/2024

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

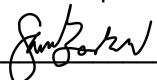
Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

- 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: 8/6/2024

Name of bidding company: Cream Co. LLC

Name and title of representative signing: Samuel Bookin, Business Development 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.

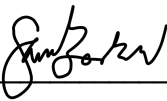
To ensure compliance with the prohibition, this certification of acknowledgement acknowledges your agreement to comply with the prohibition stated within the Consolidated Appropriations Act of 2021 (Public Law 116-260).

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

I/we Cream Co. LLC, 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 Oakland Unified School District for use in their school meal programs and paid for by federal funds.

Samuel Bookin, Business Development Manager

Printed Name and Title of Person Signing

 8/6/2024

Signature Date



**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) #24-151NS
[SPECIALTY PROTEINS](#)

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) #24-151NS

**SPECIALTY PROTEINS
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 vendors (“Bidder(s)”) for the provision and delivery of Specialty Proteins (“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 1 delivery site, the 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, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, and support 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 Itemized Bid List, [Attachment “2”]. For a brief overview of the Program and data collection process, [please watch this short video](https://www.youtube.com/watch?v=MxBBhUUi0zs). (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>)

The District is committed to offering seasonal menu items and purchasing from local producers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown produce 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. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list.

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:

- a. Ensure that students are receiving high quality produce,
- b. Purchase high quality produce at the best possible price,
- c. Offer more produce that is locally grown, Organic Certified and supports Socially Disadvantaged Farmers,
- d. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
- e. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
- f. Partner with a produce 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)). This includes foods sold to students as a la carte food items. Actions that districts/sponsors can take to comply with the Buy American requirements are:

- Including a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposal, purchase orders, etc.)
- Monitoring contractor performance
- Requiring suppliers to certify the origin of the product
- Examining the product packaging for identification of the country of origin
- Asking the supplier for specific information about the percentage of U.S. content in the food product

It is therefore required that bidders responding to this Request for Proposal indicate whether products offered on this proposal meet the definition of “domestic commodity or product” as stated above. Indication shall be made on the proposal price sheet as part of the response to this proposal.

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the three exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product as determined by the District over 25 percent higher.

- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food products grown, packed, or produced non-domestically

The District reserves the right to purchase non-domestic grown or manufactured food products if the cost of the U.S.-produced item that contains 51% or more domestically grown commodities is ten percent (10%) or more in price than the non-domestic product.

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

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 an RFP shall specify product 'Certifications & Verification', 'Origin of Animal Raising (CA preferred)', 'Cost per Unit' and 'Extended Cost' specifications 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.

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, Specialty Proteins 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

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 2, one-year periods for a possible total contract term of 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 Perishable Samples**".

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.

Conditions and Instructions

Award of this RFP will be made to a single or multiple responsive and responsible bidder who meets the terms and conditions of the RFP. The District intends to select one of the Proposers—but reserves the right to select no Proposer or more than one Proposer—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Proposers that provide Proposals to the District, the District may, at its discretion, interview some or all of those Proposers. One or more Proposers may be selected (“Successful Proposer”). The Successful Proposer 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 Services. Proposals will be evaluated separately and will be awarded to one or more Proposers based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 4.

The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, Grocery products from other vendors throughout the contract if it deems necessary and permissible to do so.

Quantities are for eleven (11) months, from August, 2024 through June, 2025. This quantity is for information only and is not guaranteed.

1. Bid on-site-to-site deliveries. See Itemized Bid List - Attachment 2 to be submitted with RFP.
2. Bid pricing must be extended to at most four (4) decimal points.
3. California-raised meat products preferred.
4. “Natural, sustainable and humanely raised meats” preferred. Must provide pricing on all meats that do and do not fit this criteria and note in the questionnaire. “Natural, sustainable and humanely raised meats” can be defined as animals raised without the use of hormones or antibiotics, raised on small scale farms, and/or raised to meet one of the following animal welfare certifications: Certified Humane, Animal Welfare Approved, GAP Step 2+, or American Grass-Fed Association.
 - a. 100% Grass-Fed and Grass-finished beef preferred. Must provide pricing on all meats that do and do not fit this criteria.
 - b. Meats raised with verified regenerative practices preferred. Must provide pricing on all meats that do and do not fit this criteria.
5. Meat products shall be in conformance with the California Food and Agricultural Code and meet USDA federal meal program nutrient standards.
6. Products must adhere to the District’s specifications as noted – all U.S. No.1 or better grade quality. Price guaranteed except for Acts of God/Force Majeure.

7. No delivery during school holidays and vacations or Saturday and Sunday.
8. All deliveries are to be placed, dropped/stored in the designated storage area at each school location during staff working hours- no “dark” drops.
9. The kitchen supervisor or designee must verify all invoices.
10. Credits for sub-standard products. (Exception – no credit to the department for damaged or out-of-code products due to the fault of the customer, i.e., customer’s refrigeration failure)
11. Delivery schedule to be pre-scheduled to coincide with school needs and existing route flow for the bidder’s best reduction of expenses, mileage, and time.
12. Meat products shall be delivered in a temperature controlled truck adherent to cold chain requirements of specific products. All deliveries are to be placed into the designated storage area at each site by the delivery driver.
13. All ingredients and allergens must be declared on the product. All products must meet FDA labeling requirements.
14. Each delivery will be inspected. In the event an item does not meet our requirements, the item will be returned for replacement or credit
15. The District reserves the right to add or remove other products as may be needed throughout the term of this contract. The District may add or remove sites as necessary and in no way will this change affect or make void the Contract.

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 Specialty Proteins 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 month deliveries due to storage limitations or volume purchases.
2. All deliveries are to be placed into the designated storage area at each site by the delivery driver. Per OUSD union regulations, OUSD employees cannot participate in any way with unloading product from delivery trucks, nor can OUSD employees board or step onto the delivery trucks.
3. 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.
4. 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.

5. 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 requests one (1) delivery per week that is 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 # 24-151NS”**

***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 Format/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

Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800				
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600				
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				

Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				
Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		

Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		

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 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 free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate 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	- HACCP Plan or Food Security and Safety Program - Reference forms	10

	<p>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.</p>	- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire	
Local Geographic Preference	<p>100% of Max Points: Ability to provide California grown ingredients. 0 Points: Unable to provide California grown ingredients.</p>	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	5
Natural, Sustainable and/or Humanely Raised Protein	<p>100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.</p>	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	<p>100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.</p>	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in 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 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. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
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. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

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;
 - 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 _____ 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:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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

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

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

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

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 (BTRC) 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 PROPOSAL

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 Oakland 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 Oakland 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

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

Description	Required Specifications	Pack Size	Unit (each)	Estimated Quantity per year (units same as Column F)	Certifications & Verifications (Name)	Origin of Animal Raising, CALIFORNIA PREFERRED (required if stated)	Site-to-Site Delivery	
							Cost Per Unit	Extended Cost
Chicken Nuggets	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	58800				
Chicken Patties	Whole Grain, IQF, Creditable as 2 oz M/MA and 1 oz Grain, whole muscle, no soy	20	lb	117600				
Chicken Wings	Cooked, no flavorings, No hormones ever	15	lb	48000				
Grilled Chicken Strips 2oz	IQF, No hormones ever	30	lb	60000				
Ground Beef	All Beef, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	54000				

Ground Beef	All Beef, 100% Grass Fed/Finished, 85/15, Checked with Metal Detector, Certified Humane, no antibiotics, no added hormones, no growth promotants or artificial ingredients and fed vegetarian diets	Variable OK	lb	50,625		CA Raised and Processed Required		
Hot Dogs (8-1)	All Beef, 8/1lb, nitrate/nitrite free, Frozen, No Casing	10 lbs	Each	24000				
Chicken Drumstick (raw)	Raw, No hormones ever, 2oz Meat	20-30 lbs	lb	30,000		CA Raised and Processed Required		
Pre-cooked Ground Beef Patty 2 M/MA	All Beef, 100% Grass Fed/Finished. IQF, Fine Grind, Checked with Metal Detector, Creditable as 2 oz M/MA	Not Specific	Each	288,000		CA Raised and Processed Required		



Amendment No. 1

Posted on August 5, 2024

**Request for Proposal (RFP) ##24-151NS
SPECIALTY PROTEINS**

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 25-26 (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	Food Tasting Scorecard	25

	the following quality factors: appearance, aroma, texture, color, and flavor.		
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>	<p>- Reference forms</p> <p>- Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire</p>	20
Nitrate 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 free, but not all.</p> <p>0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free</p>	<p>- Responses to Questions Labeled "Nitrate Content" in Vendor Questionnaire</p>	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>	<p>- Reference forms</p> <p>- Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire</p> <p>- Reputation and Past Experience</p>	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>	<p>- HACCP Plan or Food Security and Safety Program</p> <p>- Reference forms</p> <p>- Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire</p>	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
Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in 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	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	20

	delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.		
Nitrate 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 free, but not all. 0% of Max Points: No meals listed in the bid response (Item List "Attachment 20") are nitrate free	- Responses to Questions Labeled "Nitrate 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

Natural, Sustainable and/or Humanely Raised Protein	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	10
Antibiotic and Hormone Free (beef, dairy, lamb)	100% of Max Points: 100% of product sourced from animals raised with no antibiotic use and without added hormones. 0% of Max Points: Less than 100% of product sourced from animals that raised hormone free.	Responses to Questions Labeled "Antibiotic and Hormone Free (beef, dairy, lamb) - " in 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 Page28-29 (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. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
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. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.
17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%
18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more

- c. 0%-49%
- 19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

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. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
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. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

20. 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)?

21. 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. Do you guarantee that your delivery drivers will unload all product and place it in the designated storage area? (unscored)
6. Nitrate Content - Do you provide nitrate free meal options in the bid response (Item List "Attachment 20")
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. Local Geographic Preference - Are proteins raised and sourced from a farm with 250 miles of the District?
 - a. Yes
 - b. No
 - i. If no, please describe where proteins are sourced from.

17. Natural, Sustainable and/or Humanely Raised Protein - What percentage of the items you proposed are sourced from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

18. Organically Raised Animals - What percentage of the items you proposed are sourced from animals raised organically (USDA Certified Organic)?
 - a. 100%
 - b. 50% or more
 - c. 0%-49%

19. Hormone Free (beef, dairy, lamb) - What percentage of the beef items you proposed are raised hormone free?
 - a. 100%
 - b. Less than 100%

20. 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)?

21. 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

SPECIALTY PROTEINS (RFP) #24-151NS

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#24-151NS Specialty Proteins

Question 1	Is this a distributor bid or a direct from manufacturer bid?
Answer 1	Direct from manufacturer but not limited to manufacturers.

Question 2	Do we have to bid on all the items or can we bid on a select few?
Answer 2	Can bid on individual line items.



Amendment No. 2

Posted on September 11, 2024

Request for Proposal (RFP) #24-151NS
SPECIALTY PROTEINS K-12 MEAL PROGRAM FOR NUTRITION SERVICES

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.