

Board Office Use: Legislative File Info.	
File ID Number	26-1584
Introduction Date	6/24/26
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

Meeting Date June 24, 2026

Subject Award of Bid and Approval of Contract Agreement – Crystal Creamery – Nutrition Services Department

Ask of the Board Approval by the Board of Education of Award to Bid (IFB No. 26-175NS: Milk and Dairy Products) and contract by and between the District and Crystal Creamery, Modesto, CA for the latter to provide milk and dairy products, as the lowest responsive and responsible bidder in an amount not to exceed \$650,000.00 for one year commencing on July 1, 2026 with two (2) one-year options to renew, upon further approval of the Board.

Background 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. Fluid milk and dairy products are necessary purchases for these programs.

Discussion On February 20, 2026, Nutrition Services advertised Invitation for Bids (IFB) No. 26-175NS. Three vendors submitted bids: SYSCO San Francisco, Pacific Produce, and Crystal Creamery. Crystal Creamery was selected as the lowest responsive and responsible bidder for milk and dairy products.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$650,000.00

Attachment(s)

- Crystal Creamery Signed Agreement
- Notice of Intent to Award Bid IFB No. 26-175NS
- Crystal Creamery Response to IFB No. 26-175NS
- OUSD IFB No. 26-175NS

CONTRACT AGREEMENT
Milk and Dairy Products IFB#26-175NS

This Agreement ("Agreement") dated as of July 1, 2026 ("Effective Date"), is made and entered into by and between the Oakland Unified School District ("OUSD") and Crystal Creamery ("Vendor," together with OUSD, the "Parties" or each individually a "Party").

For the consideration stated below, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" including: the Agreement, Invitation for Bid number 26-175NS ("IFB") and Vendor's Proposal in response thereto, Noncollusion Affidavit, Bidder's Statement Regarding Insurance Coverage, Workers' Compensation Insurance Certificate, Equal Opportunity Employment, Fingerprinting / Criminal Background Investigation Certification, Certificate of Independent Price Determination, Suspension and Debarment Certification, Iran Contracting Act of 2010 Compliance Affidavit, Good Food Purchasing Resolution, Good Food Purchasing Bidding Vendor Pledge, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Proposal Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. **PROVISION OF MILK AND DAIRY PRODUCTS.** Vendor was selected as the lowest responsive and responsible bidder to provide the following: Milk and Dairy Products. The **Milk and Dairy Products** shall be delivered in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. Vendor shall be liable to OUSD for any damages arising as a result of a failure to fully comply with this obligation, and Vendor shall not be excused with respect to any failure to fully comply with the requirements of the Contract Documents.

Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this Agreement.

Individual orders of Milk and Dairy Products will be placed on-line no later than two - eighteen (2-18) business days prior to the next scheduled delivery date. OUSD reserves the right to revise as necessary an order no later than 1:00PM the day preceding any delivery. Each order placed by OUSD will include OUSD assigned order number for the product, quantity, approved product code and product description.

3. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be for the 2026-2027 fiscal year, unless terminated earlier pursuant to Section 15 (Termination). This Agreement may be renewed by mutual agreement of the Parties for up to two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of this Agreement having been met to the satisfaction of OUSD.

4. **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 Milk and Dairy Products.

- a. In accordance with Section 5 (Compensation), the Milk and Dairy Products must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any defects in

the Milk and Dairy Products, in whole or in part, if OUSD, in its sole discretion, determines that the Milk and Dairy Products does not comport with this Agreement.

- b. If a product is rejected at time of delivery, a credit is to be issued for the product.
- c. Upon notification by OUSD, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to OUSD. A notice of products failing to meet specifications may result in contract termination.

5. **COMPENSATION.** OUSD agrees to pay Vendor for satisfactorily delivering Milk and Dairy Products in accordance with this Section, Section 10 (Invoicing), and Exhibit A.

- a. The dollar amount of this Agreement shall not exceed \$650,000.00 per fiscal year. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. This sum shall be for full performance of this Agreement and includes 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. Vendor shall provide all equipment, materials, and supplies necessary to complete delivery of the Milk and Dairy Products in accordance with this Agreement.
- b. 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.
- c. Payment for Milk and Dairy Products 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 Section 10 (Invoicing), for Milk and Dairy Products actually delivered and after OUSD's written approval that Milk and Dairy Products items were actually delivered. The granting of any payment by OUSD, or the receipt thereof by Vendor, shall in no way lessen the liability of Vendor to correct any defects with the Milk and Dairy Products, even if the defects were not apparent or detected at the time a payment was made.

Vendor agrees that it shall not expect or demand payment for the delivery of Milk and Dairy Products delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Milk and Dairy Products delivered prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

- d. All shipments shall be made F.O.B. destination, Oakland, California. F.O.B. destination indicates that the seller is responsible for shipment until it is tendered to OUSD. OUSD will not pay for shipping and handling, nor shall OUSD 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 OUSD. Should it be necessary to refuse delivery of any product(s), Vendor shall be responsible for the cost of retrieving same.

6. **PRODUCT SUBSTITUTION.** Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by OUSD. If during the course of this Agreement there is

a manufacturer's brand change or reformulation of the product, the Vendor shall not automatically substitute the product. Vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by OUSD for approval prior to further shipment. OUSD shall be the sole judge of whether the product(s) are acceptable. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced.

7. QUANTITY AND QUALITY OF MATERIALS AND SERVICES. Vendor shall furnish and deliver the products/services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Vendor and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Vendor's expense. All items of equipment and individual components, where applicable standards have been established shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.
8. PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS. No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor pursuant to section 4. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.
9. DELIVERIES TO DISTRICT. Food items should be clearly labeled and palletized by school name. The Vendor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify OUSD's Nutrition Services Department at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.
10. 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 Milk and Dairy Products items were delivered, date(s) of delivery, brief description of Milk and Dairy Products items, the total invoice amount, and the basis for the total invoice amount.
 - 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 is not responsible 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. 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.
- f. Vendor shall issue credits for products that do not meet the District's standards such as: Product shortage upon delivery; product quality; food safety and/or sanitation; specifications set forth in the RFP/bid.

11. **ALLOWABLE COSTS.** The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(1)(i)). The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(0)(1)(ii)).

12. **DOCUMENTATION.** 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. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions. The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990. 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 other data related to Milk and Dairy Products 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 consents otherwise. In the event that OUSD discovers through its contract monitoring process or formal auditing process that materials or products were priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

13. **FOOD SAFETY.** Vendor shall comply with all federal, state, and local mandates regarding food safety and Vendor is expected to have adequate controls in place to ensure the safety of the food and

beverages provided.

- a. "Best Served On" Information. Vendor shall provide a "best served on" date or "use by" date for any processed products. Vendor shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system.
- b. Deliver Vehicle Conditions. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- c. 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 by OUSD. 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 of packages may be rejected and returned for credit or immediate replacement at no cost to OUSD for product or freight. Cases or products shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by Vendor.
- d. Product Quality Controls. All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All processed items must be sealed in airtight packaging. In the event of product quality failure, provision must be made for pickup, exchange, and issuance of appropriate credit. Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products should be dated, showing a "produced on" or "pull" date.
- e. Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to OUSD, Vendor must immediately notify OUSD with all pertinent information regarding the recall. Vendor must provide 100% traceability for all items affected by a recall.
- f. Refrigeration and Cold-Chain Integrity. All milk and dairy products delivered under this Agreement shall be transported in refrigerated trucks maintaining product temperature at 41 degrees Fahrenheit or less throughout transit. Vendor shall maintain an unbroken cold chain from production through delivery and shall provide temperature logs with each delivery upon request. Any product delivered above 41 degrees Fahrenheit may be rejected by OUSD at Vendor's expense. Vendor shall ensure that fluid milk products carry a minimum remaining shelf life of seven (7) days from the date of delivery.
- g. Safety and Sanitation. All articles delivered under this Agreement must conform to the Safety Orders of the State of California, Division of Industrial Safety. Vendor shall provide Material Safety Data Sheets (MSDS) upon request by OUSD. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life, and nutritional value and be in accordance with current USDA Guidelines and safe food handling practices. OUSD will only receive products that meet all food safety and sanitation requirements; therefore, OUSD may at any time.
 - i. Inspect deliver trucks for any signs of contamination;
 - ii. Check all expiration and "best if used by" dates;

- iii. Use thermometers to check temperatures;
- iv. Accept products only at acceptable temperatures; and/or
- v. Reject unacceptable items

14. CONTRACTOR DEFAULT; REMEDIES. If the Vendor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 15 ("Termination") herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Vendor any event of default. Vendor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Vendor under this Contract or any other contract between District and Vendor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Vendor pursuant to the terms of this Contract or any other contract between District and Vendor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Vendor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

15. TERMINATION.

- a. In the event of Vendor default pursuant to Section 14 ("Contractor Default; Remedies") of this Contract, wherein Vendor fails to perform any of its obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Vendor 's rights hereunder shall end. Termination shall be effective thirty(30) days after Vendor receipt of written notice of termination from the District delivered pursuant to Section 34 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Vendor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 14 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Vendor any costs to District arising from Vendor's default and may otherwise demand payment from Vendor of such costs.
- b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Vendor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 34 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vender ceases operations.

In event of termination for convenience, Vendor will be paid for those services performed,

or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Vendor after the specified date of termination. Such non recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

16. TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Vendor and at no additional cost to the District.

17. INSURANCE.

- a. Without in any way limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Vendor shall procure and maintain during the full term of this Agreement, at the Vendor's expense, insurance acceptable to the District and as follows:
 - i. 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, for 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 of this Agreement). 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.
 - ii. Vendor shall procure and maintain, at all times during the performance of such work, 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.
- b. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:

Oakland Unified School District
Attn: Risk Management
1011 Union St.

- c. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- f. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Vendor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

18. LIMITATION OF OUSD LIABILITY. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Section 5 (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 items delivered in connection with this Agreement.

19. INDEMNIFICATION.

- a. To the fullest 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 whatsoever arising out of Vendor's or the Vendor Indemnified Parties' negligence, willful misconduct, or breach of any provision(s) 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, Vendor, 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 fullest extent permitted by California law, OUSD shall indemnify, defend, and hold

harmless Vendor, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Vendor 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 OUSD's gross negligence or willful misconduct.

20. **DAMAGE.** Vendor shall be held responsible for any breakage, loss of OUSD's equipment or supplies through negligence of Vendor or Vendor's employees while working on OUSD's premises. Vendor shall be responsible for restoring/replacing any equipment or facilities so damaged. Vendor shall immediately report to OUSD any damages to the premises resulting from services performed under this Agreement.
21. **INDEPENDENT CONTRACTOR.** Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Vendor or any agent or employee of Vendor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Vendor or any agent or employee of Vendor is liable for the acts and omissions of itself, its employees and its agents. Vendor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Vendor's performing services and work, or any agents or employee of Vendor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or any agent or employee of Vendor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.
22. **COMPLIANCE WITH LAW.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 or 45125.2, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Without limiting the generality of the foregoing, Vendor agrees to comply with all provisions of Education Code section 45125.1 or 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employee to have any contact with OUSD pupils until such time as Vendor has verified in writing to OUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors

of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to OUSD prior to each individual's commencement of employment or performing any portion of the services required hereunder and prior to permitting contact with any student.

23. CERTIFICATES/ PERMITS/LICENSES/REGISTRATION. Vendor and Vendor's employees and agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.
24. BUY AMERICAN. Vendor agrees to comply with California Public Contract Code section 3410 and 7 CFR 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.
25. CML RIGHTS ASSURANCES; NON-DISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at:

http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Director, Center for Civil Rights Enforcement
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax:: (202) 690-7442

Email: program.intake@usda.gov

In addition to the above, it is the policy of OUSD that in connection with all work performed under contract with OUSD 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 sections 1735 and 1777.6 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.

26. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. In performance of this contract, the Bidder and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).

27. ENVIRONMENTAL PROTECTION AGENCY COMPLIANCE. In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200 Appendix II(G))

28. CONFIDENTIALITY AND DATA PRIVACY.

- a. OUSD may share information with Vendor pursuant to this Agreement in order to further the purposes thereof. Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Milk and Dairy Products, 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 will not access or receive student data in connection with this Agreement.

* 29. INCIDENT/ACCIDENT/MANDATED REPORTING.

- a. Vendor shall notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies/Materials. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, 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 Section.
- b. To the extent that an employee, subcontractor, agent, or representative of Vendor is included on the list of mandated reporters found in Penal Code section 11165.7, Vendor agrees to inform the 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.

30. CORONAVIRUS/COVID-19.

- a. Through its execution of this Agreement, Vendor declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. Consistent with the requirements of Section 29 (Incident/ Accident/Mandated Reporting), Vendor agrees to notify OUSD, via email pursuant to Section 34 (Notice

to the Parties), within twelve (12) hours if Vendor or any employee, subcontractor, agent, or representative of Vendor who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.

- c. In addition to the requirements of subsection (b), Vendor agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to Vendor or any employee, subcontractor, agent, or representative of Vendor and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. Vendor shall bear all costs of compliance with this Section, including but not limited to those imposed by this Agreement.

31. 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, Vendor, or subcontractors are to use controlled substances, alcohol or tobacco on OUSD property.

32. CONFLICT OF INTEREST.

- a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
- b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 *et seq.* and sections 87100 *et seq.*, 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 notify OUSD in writing.

33. SUSPENSION AND DEBARMENT CERTIFICATION. Through its execution of this Agreement, 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 contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>).

34. NOTICE TO THE PARTIES. All legal notices provided under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD
Oakland Unified School District
Nutrition Services Department
Attn: Devinder Kumar, Executive Director
Email Address: Devinder.Kumar@ousd.org

Vendor
Crystal Creamery
Attn: Josh Daniels
Title: Finance Director
Street Address: 929 Kansas Ave
City, State Zip: Modesto, CA 95351
Email: jdaniels@crystalcreamery.com
Phone Number: 209.576.3400

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.

35. FORCE MAJEURE CLAUSE. Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation, war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, pandemics, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than OUSD. An extension of time for any such cause shall be for the period of the forced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent promptly to the other Party.
36. LIQUIDATED DAMAGES; PENALTIES. OUSD shall hold Vendor liable and responsible for all damages, which may be sustained because of Vendor's failure to comply with any condition herein. Additional costs accrued by OUSD as a result of such failure to comply may be deducted from any unpaid invoices. In the event that Vendor delivers any product which does not conform to the specifications, OUSD may, at its option, annul and set aside this Agreement, either in whole or part, and make and enter into a new contract in accordance with law for furnishing such product or products so agreed to be furnished.

37. MISCELLANEOUS PROVISIONS

- a. Assignment. The rights and obligations of Vendor under this Agreement shall not be assigned, transferred, or sold by Vendor without first obtaining the express written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Vendor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this

Agreement unless written consent of OUSD has been obtained. No right under this contract or claim for any money due or to become due hereunder shall be assessed against OUSD or persons acting for OUSD, by reason of any alleged assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of OUSD. In the event that Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of work. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.

- b. 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.
- c. 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.
- d. Governing Law and Venue. 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.
- e. 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.
- f. 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 .
- g. 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.
- h. Captions and Interpretations. Section and 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.
- i. 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 workday, weekend, or holiday.
- j. 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.

- k. Entire contract; Severability. All of the agreements between the Parties are included in the Agreement and Vendor's attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- l. Modification of agreement. No oral statement of any person whosoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by OUSD.
- m. 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.
- n. Signature Authority.
 - i. 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.
 - ii. Notwithstanding subsection (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. Vendor agrees not to accept the signature of any OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
 - iii. If this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Vendor for Supplies/Materials satisfactorily provided

through the date of termination. Upon termination, Vendor shall provide OUSD with all materials produced, maintained or collected by Vendor pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final draft or form.

- o. Contract Contingent on Governing Board of Approval. 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, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to the Vendor absent of such formal approval or valid and proper execution.

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

VENDOR

Name: Josh Daniels
Position: Finance Director
Signature: JM Daniels
Date: 5/20/26

OUSD

Name: Preston Thomas
Position: Chief Systems and Services Officer
 Board President Superintendent
 Chief/Deputy Chief
Signature: P. Thomas
Date: 6/20/2026

Exhibit A

Vendor Item Description	Vendor Pack/Size Offered	Vendor Pack Type	Vendor Price per pack
APRON POLY WHITE 28X46 2MIL	5/100	CASE	\$48.12
BAG FOIL 9" 3.5X1.5X8.5 HOT DOG PRINTED	1000	CASE	\$44.99
BAG FOIL PRINT CHICKEN 6X3/4X6-1/2	1000	CASE	\$38.07
BAG FOIL HAMBURGER PRINT 6X.75X6.5	1000	CASE	\$38.58
BAG PPR #8 BRWN / KRAFT 35#	1/500	BUN	\$12.22
BAG PPR KRFT 1/7 W/HANDLE #70 12X7X14	300	CASE	\$30.96
BAG POLY 13X15 2.0 MIL CLR ZIPLOCK	1000	CASE	\$81.13
BAG POLY 27X37 .5 HDPE W/TWIST TIES	200	ROL	\$17.74
BAG POLY 34X25 .5 HDPE W/TWIST TIES	250	ROL	\$19.16
BAG POLY RACK COVER 52X80 15 MIC	50	ROL	\$16.85
BASKET SINK 3" SS INSERT 2.5" STOPPER	1	EA	\$1.71
BOWL BAGASSE PF 32 OZ NATURAL	500	CASE	\$70.38
BOWL BAGASSE PF 24 OZ NATURAL	500	CASE	\$65.51
BOWL BAGASSE PF 48 OZ NATURAL	500	CASE	\$94.24
BOWL BAGASSE PF 32 OZ NATURAL	500	CASE	\$68.85
BROOM PLAST LRG 13" ANGLE 48"X1" HANDLE	1	EA	\$9.94
CAN LINER 40X48 16 MIC CLR CORELESS	250	CASE	\$18.60
CAUTION TAPE YELLOW 3X60	20	CASE	\$26.25
CLEANER ALL-PURPOSE SIMPLE GREEN	6/1GL	CASE	\$66.14
DELI CONT.PLASTIC HINGED 24OZ F	2/100	CASE	\$42.35
CONT DELI PLASTIC HINGED 32OZ	2/100	CASE	\$42.12
CONT PLAST 8" HNGD CLR SMRTLOCK	200	CASE	\$35.93
CONT STEAMPAN ALUM 1/2 SZ SHALLOW	1/100	CASE	\$37.50
CONT STEAMPAN ALUM FULL DEEP	50	CASE	\$47.83
CONT STEAMPAN ALUM 1/2 SZ DEEP	100	CASE	\$34.22
CUP PPR COLD 5 OZ WAX AJM STOCK PRINT	12/100	CASE	\$41.84
CUP PLAST 12OZ CLR SQT PET 98MM	20/50	CASE	\$36.17
CUTLERY FORK WHITE PP MED SMARTSTOCK	24/40	CASE	\$25.98
CUTLERY SPOON WHITE PP MED SMARTSTOCK	24/40	CASE	\$25.98
CUTLERY TEASPOON MED WHT PP	10/100	CASE	\$5.52
DISINFECTANT LEMON SCENT	4/1 GAL	CASE	\$29.35
WHITE PAPER HANDLE BAG 16X6X12	250	CASE	\$87.64
BAG PPR WHT 8X4.75X10.5 W/ HANDLE	250/CASE	CASE	\$28.14
RACK WIRE FOR SADDLE DELI BAG	1	EA	\$29.12
CLR 6.5X7X+1.75 FLIP TOP SANDWICH BAG	2000	CASE	\$8.00
DUST MOP HEAD 5X24 BLUE	12	CASE	\$74.44
DUST MOP HEAD 5X36 BLUE	12	CASE	\$57.36

FACE MASK 3PLY EAR LOOP BLUE	50EA	BOX	\$2.50
FILM CLING 18X2M W/CUTTER BLADE	1	ROL	\$13.91
FOIL ALUM 18X1000 XHVY DUTY ROLL	1	ROLL	\$58.70
FOOD SERVICE TOWEL PINK/WHITE DIAMOND	200	CASE	\$13.15
FOOD TRAY FIBER PF 30OZ SHALLOW	400	CASE	\$47.68
GLOVE NITRILE LRG BLUE PWDRFREE	10/100	CASE	\$23.24
GLOVE NITRILE MED BLUE PWDRFREE	10/100	CASE	\$23.24
GLOVE NITRILE SM BLUE PWDRFREE	10/100	CASE	\$23.24
GLOVE NITRILE XLG BLUE PWDRFREE	10/100	CASE	\$23.24
HAIR NET 28" BLK HN-500	20/144	CASE	\$181.25
HAIR NET 24" BLACK NYLON	10/100	CASE	\$55.88
MOP HEAD #32 NON WOVEN (RAYON)	12	CASE	\$43.35
LID ALUM STEAMPAN FLAT FOR FULL SZ PAN	50	CASE	\$25.00
LID PP PLAST 10-24 OZ BLACK DOME SIP	1000	CASE	\$21.89
LID PET DOME 24,32& 48OZ FOR BAGASSE BOW	500	CASE	\$71.75
LOBBY DUST PAN BROOM 1.12X8.18X36.88	12	CASE	\$88.23
LOBBY DUST PAN COMBO 36" BLK	1	EA	\$32.24
MITT OVEN 17" SILICONE COATED	1	EA	\$3.57
NAPKIN DISPENSER KRAFT 6.25X8.75 2-P	24/250	CASE	\$19.55
PAD SCOURING NYLON GREEN 6X9	6/10	CASE	\$19.82
PAN ALUM 2LB LOAF	200	CASE	\$74.53
PAN LINER 16-3/8"X24-3/8"(25#) QUILON GP	1/1000	CASE	\$35.00
PLATE BAGASSE PF 9" 1 COMP	4/125	CASE	\$32.74
POT HOLDER 8" SQUARE SILICONE FIRE RETAR	1	ea	\$1.89
SOAP HAND LIQUID LEMON YELLOW	4/1 GAL	CASE	\$19.60
TAPE CS18 2X110 YRD CLR 1.8MIL	36	CASE	\$41.14
THERMOMETER ROASTING DIGITAL W/PROBE	1	EA	\$18.01
TISSUE TOILET JUMBO JR 2PLY 9IN	12	CASE	\$25.04
TOILET SEAT COVERS 1/2 FOLD	20/250	CASE	\$28.46
TOWEL MICROFIBER ULTRA PLUSH	36	PK	\$23.11
TOWEL MULTIFOLD KRAFT 1-PLY	16/250	CASE	\$18.58
TOWEL ROLL 7.5X9.5 700 NAT	6	CASE	\$53.87
TOWEL ROLL 8"X350' KRAFT 2" CORE	12	CASE	\$23.70
TRAY 5 COMPARTMENT MOLDED FIBER	500	Case	\$31.00
TRAY FOOD PPR 1/2LB NAT KRAFT #50	1000	CASE	\$20.28
TRAY FOOD PPR 1LB NAT KRAFT #100	4/250	CASE	\$24.19
TRAY PIZZA WEDGE WHITE	500	CASE	\$24.29
SQP9025 4OZ WHITE PAPER FOOD TRAY	4/250	CASE	\$18.41
WIPES PKTS INSTANT HAND SANITIZING	1000	CASE	\$29.75
WIPE SANITIZING THERMOMETER PROBE 70%ALC	1000	CASE	\$16.30



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

NOTICE OF INTENT TO AWARD

May 08, 2026

To: Crystal Creamery

PROJECT:

**Invitation for Bid (IFB) #26-175NS
MILK AND DAIRY PRODUCTS**

The Oakland Unified School District (“OUSD”) (“District”) has completed its IFB for Milk and Dairy Products.

OUSD intends to award Crystal Creamery. The recommendation to award the bid 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 for contracting.

To view additional RFP’s/IFB’s, please visit our [Procurement Webpage](#).

Sincerely,

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.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Invitation For Bid (IFB) #26-175NS

**Milk and Dairy Products
K-12 Meal Program
For Nutrition Services**

**Oakland Unified School District
900 High Street, 2nd Floor
Oakland, CA 94601**

**Email: procurement@ousd.org
Phone: (510) 879-2990**

**Bids Due:
MARCH 26, 2026 at 2:00PM PST**

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

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IFB Schedule Of Events

The following schedule will be used by the District for this IFB.

DATE	ACTION
IFB Posting/First Advertisement:	February 20, 2026
Deadline for Questions:	March 11, 2026 @ 2:00 p.m. pst
Deadline for OUSD to issue addenda to IFB	March 19, 2026
Proposal/Bid Submitted to District:	March 26, 2026 @ 2:00 p.m. pst
Final Bid Award Notice:	April 17, 2026
Contract Start Date:	July 1, 2026

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Bidders are advised that the District reserves the right to amend this IFB at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the IFB. Bidders must acknowledge receipt of any and all IFB amendments. This shall be done by signing the Acknowledgement of Amendment(s) to IFB form. If a Bidder desires an explanation or clarification of any kind regarding this IFB, the Bidder must make a written request for such explanation. Requests should be addressed via email to:

Procurement Department
procurement@ousd.org

The District will advise all Bidders known to have received a copy of the IFB of the explanation or clarification, by email or by formal IFB amendment via email as the District may in its sole discretion deem appropriate.

Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of Bids from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Milk and Dairy Products (“Products”) to the District, as further described herein.

General Information about the District

The District is located in Alameda County and has an estimated student enrollment of approximately 34,135 students for the 2025–2026 school year. The District has 85 delivery sites. The District is seeking Bids from qualified companies to procure and deliver products. This IFB defines the Program (as defined below), the products and the services that are being sought from the Bidders and generally outlines the Program requirements.

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

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

The Good Food Procurement Resolution, adopted by The District in 2016, is included in this solicitation as a Reference Document [Attachment 14].

Any vendor that submits a bid 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 15], and must submit required item-level data, [Attachment 15]. For a brief overview of the Program and data collection process, [please watch this short video](#).

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. 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, Hispanics, and Native Hawaiians or other Pacific Islanders.”

The District is seeking to:

1. Ensure that students are receiving high quality Milk and Dairy products,
2. Purchase high quality Milk and Dairy products at the best possible price,
3. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing Milk and Dairy products,
4. Partner with a Milk and Dairy vendor that will provide excellent customer service.

Bid Instructions and General Requirements

Buy American Provision – (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Food and Nutrition Service (FNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, “substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

For products procured by Oakland Unified School District for use in the school nutrition programs using nonprofit food service account funds, the product's food component is considered the

agricultural commodity. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are:

Meats and meat alternates

Grains

Vegetables

Fruits

Fluid milk

Note: See 7 CFR 210.2 contains full definitions.

Any product processed by a winning vendor must contain over 51 percent of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S.

For all procurement transactions for food when funds are used from the nonprofit food service account, whether directly by an Oakland Unified School District or on its behalf, procurement transactions must comply with the Buy American provision. Implementation of the Buy American provision should be done by: including Buy American in documented procurement procedures, state agency prototypes documents, and all procurement solicitations and contracts; including domestic requirements in bid specifications; contract monitoring; and verifying cost and availability of domestic and nondomestic foods using data in the USDA Agricultural Marketing Service's (AMS) weekly market report (<https://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice>).

The USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by Oakland Unified School District. USDA also added to the first exception the option to use the 48 CFR 25.104 Nonavailable articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

- The product is listed on the Federal Acquisitions Regulations Nonavailable articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a domestic product are significantly higher than the non-domestic product.

Oakland Unified School District complies with the California Food and Agriculture Code (FAC) 58596.3, requirement that schools that receive \$1 million or more annually in federal school nutrition program reimbursement to solicit bids for the purchase of an agricultural food product to include in their solicitation for bids and contracts that only the purchase of agricultural food products grown, packed, or processed domestically is authorized, unless any of the following applies:

- The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.

- The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced nondomestically.
- The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the Local Agency.

The USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percentage of total commercial food costs from non-domestic foods will be phased in over seven school years.

- Beginning in School Year (SY) 2026–27, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028–29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031–32, the non-domestic food purchases cap will be 5 percent.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of 30 days in advance of delivery. The request must include the:

(1) Alternative substitute(s) that are domestic and meet the required specifications:

- (a) Price of the domestic food alternative substitute(s); and
- (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2026–27, the total cost of non-domestic food products purchased under this contract shall not exceed 10 percent of total commercial food purchases, per USDA regulations.

Quality – All milk products shall be Grade “A” pasteurized qualities standards.

USDA School Meal Pattern Updates - The District will follow all USDA Fluid Milk for School Meal Programs and Dairy Product regulations and requirements. The District reserves the right to adjust the volume and type of products ordered depending on updates to USDA guidelines. Changes may include, but are not limited to, ordering more whole fluid milk and full fat dairy products.

Bidder Questions Regarding this Invitation for Bid – Any questions regarding this Request for Bids shall be emailed to the Oakland Unified Procurement Department at procurement@ousd.org prior to the **March 11, 2026 at 2:00 p.m. pst** deadline.

Deadline for Receipt of Bids – Bids shall be emailed to the District, on or before the day and hour set for the opening of the Bids. Any Bid received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Bids will be rejected. After the Bids are

opened at the designated time, no commitment will be made at that time until all Bids are evaluated for pricing, specifications and other pertinent information.

The IFB – Mailed Bids will not be accepted. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs. Pricing must be presented in spreadsheet format (Google Sheets, Excel, or .csv file).

Mandatory Online Ordering Portal Demonstration – The awarded Bidder must participate in a mandatory online ordering portal demonstration. The demonstration will include:

1. A demonstration of the Bidder's online ordering portal functionality
2. Demonstration of processes to allow the District to verify Bidder's actual costs
3. Demonstration will be scheduled individually with the awarded Bidder
4. Bids from Bidders who do not participate will be rejected as non-responsive

Acceptable Ordering Methods – The Bidder must allow the District to place all orders through one or both of the following methods:

1. Via the Vendor's online ordering portal integrated with the District's Titan LINQ Nutrition Software account.
2. Via direct email from the District to the Vendor.

If software integration is available, the Bidder will accept email orders until the integration is completed. The District will not submit orders through the Vendor's online ordering portal if it is not integrated with their Titan LINQ Nutrition Software account.

Responsibility – Bidders are solely responsible for ensuring their Bid is received by the District in accordance with the solicitation requirements before the date and time specified in the IFB, and at the place specified. The District shall not be responsible for any delays in email transmission, transmission errors or delays, or mistaken delivery.

All or Nothing Award Requirement – The award under this IFB is an "all or nothing award." The Bidder must bid on every item listed on the Itemized Bid List [Attachment 18] or provide a detailed explanation as to why the Bidder cannot bid on the product. Failure to do so will result in Bidder's bid being deemed non-responsive. The only exception is for any products listed as "OPTIONAL." Failure to bid on items listed as OPTIONAL will not result in the Bid being deemed non-responsive.

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 bid. 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.

Term of Contract – Minimum contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of IFB 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 **subject to existing local market conditions, and as determined by the California Consumer Price Index (CPI), but may never exceed an increase of more than five percent (5% annually) without prior District consent.** In the event of a general price decrease the District reserves the right to revoke the IFB award unless the decrease is passed on to the District.

Pricing

Provide a detailed Statement of Pricing for Dairy Products by completing the Itemized Bid List [Attachment 18]. The Bid will be awarded to the responsive and responsible bidder with the lowest prices overall. Price per case must be demonstrated **using pricing from January 1, 2025 through December 31, 2025.** Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidders submitting a bid shall specify brand, product size, case count, origin, price, and any notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing for Class I, II, and III milk products only shall be fixed for thirty (30) days, after which prices can increase or decrease monthly based on the California Federal Milk Marketing Order system. If prices change, Vendor is required to submit supporting documentation to the District immediately. All product pricing shall be fixed for the duration of the contract. Proposer is required to provide a detailed explanation of the calculation used to determine price adjustments on these items.

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 of **July 1, 2026, through June 30, 2027.** The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. 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.

Itemized Bid List – The District's Itemized Bid List is attached hereto [Attachment 18]. If the District requests a specialty product, then the District will only accept the variety listed or comparable substitute products. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, has a minimum purchase that affects pricing, any volume discount thresholds and corresponding price adjustments, or is an alternative to what was listed. Bids must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is from animals raised/products that are processed in California. In the same column, note the country of origin of which the product is from. Bidder is responsible for converting any differences in pack size to the same total volume as requested.

Fuel Surcharges – Absolutely no fuel surcharges will be accepted under this contract and the addition of such charges shall not be permitted during the term of this contract.

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 subconsultant 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.

Allowable Costs Requirements (Federal Compliance) – The following provisions are required by federal regulation. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include these requirements:

- a) Allowable costs will be paid net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee, to the extent those credits are allocable to the allowable portion of costs billed to the District. (7 CFR 210.21(f)(1)(i))
- b) The Contractor must separately identify for each cost submitted for payment the amount that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or the contractor must exclude all unallowable costs from billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs. (7 CFR 210.21(f)(1)(ii))
- c) The contractor's determination of allowable costs must comply with applicable USDA and Program regulations and Office of Management and Budget cost circulars. (7 CFR 210.21(f)(1)(iii))
- d) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the District for payment and individually identify each as a discount, rebate, or describe the nature of the credit. If approved by the State agency, the District may permit the contractor to report this information less frequently than monthly, but no less frequently than annually. (7 CFR 210.21(f)(1)(iv))
- e) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to contract conclusion. (7 CFR 210.21(f)(1)(v))
- f) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the District, the State agency, or USDA. (7 CFR 210.21(f)(1)(vi))

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 Bid of any Bidders as not responsible and not qualified to provide the particular 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 Bid is one that meets all terms, conditions, and specifications of the IFB. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view [here](#). The Bidder must perform and do what the Bid documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc.

A Bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the Bid 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 Bids or alternatives and waive any informality or irregularity in the Bids 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 IFB process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – Award of this IFB shall be made to the lowest-priced responsible bidder who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items by the required delivery date in order to be declared responsive to this IFB. The District intends to select one of the Bidders—but reserves the right to select no Bidder. From the Bidders that provide Bids to the District, the District may, at its discretion, interview some or all of those Bidders. One or no Bidders may be selected (“Successful Bidder”). The Successful Bidder will be selected based on lowest price, provided that the Bidder meets all qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for providing these types of Products. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, milk and dairy products from other vendors throughout the contract if it deems necessary and permissible to do so.

Previous Performance – Bidders are advised that the District reserves the right to reject a Bid 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 Bid, thereby disqualifying the Bidder from contract award.

Terms and Conditions

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

Acceptance of Bids – The District reserves the right to reject any or all Bids and to select individual items. Bids may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this IFB will be purchased. The right is reserved to purchase additional quantities at the Bid prices during the contract term. 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 Bids or waive any irregularities or informalities in any Bids or in the bidding.

Alteration of Invitation for Bid Text – Changes in or additions to the Invitation for Bid, as well as any attachments, amendments or other official correspondence related to this Invitation for Bid may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the products bid upon, alternative Bids, or any other modification of the Invitation For Bid which is not specifically called for in the award agreement documents may result in the District's rejection of the Bid as not being responsive to the Invitation for Bid. No oral or telephonic modification of any Bid submitted will be considered and a telephonic modification may be considered only if the email time stamp evidences that a confirmation of the telephonic modification duly signed by the Bidder was emailed and received by the District prior to the opening of Bids.

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.

Negotiations – A Bid response to any specific item of this Invitation for Bid 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 IFB will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et 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.

Attorney’s Fees Provision – In the event of any dispute between the District and Bidder pertaining to this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator) shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith. The term “attorneys’ fees” shall mean the fees and expenses of counsel, which may include printing, photocopying, duplicating and other expenses, air freight charges and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under attorney supervision, and the costs and fees incurred in connection with enforcement or collection of any judgment obtained. These provisions shall survive contract expiration or earlier termination.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email. It is the Bidder’s sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Bid – No Bid will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a bid form has not been issued by the District and who has successfully provided products of similar character and scope to the products described herein. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Bid. Bidders submitting a Bid 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 Bid Preparation – Cost of preparation of the response to this IFB is solely the responsibility of the Bidder submitting a Bid. 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 Bid which meets all of the specifications set forth in the IFB.

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 IFB 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 Bid 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 Bid. Correction of any such errors shall be made prior to the Bid opening only. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event that the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive. The Bid cannot be corrected after the Bid opening.

Examination of Bid Documents – Bidders submitting a Bid shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Bid to receive or examine any Bid document(s), forms, instruments, Addenda or other documents then existing shall not relieve any Bidder submitting a Bid from obligations with respect to this IFB or to the contract. The submission of a Bid 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 Bidder's 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 Bid documents may result in rejection of the Bid.

Any party submitting a Bid 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 Bid for contact. Any party attempting to influence the Bid process including the submittal, review process and awarding of the Bid will have their Bid rejected for violating this term and condition of the IFB.

Any party, individual, group or firm, not submitting a bid, but which may have a financial or business interest in the award of the bid 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 Bid 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 Bid document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

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

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. Bidder submitting a bid shall specify biodegradable milk containers in the Notes section of the Itemized Bid List [Attachment 18], which must be acceptable to the District’s Food & Nutrition Services Department. Seal of containers shall not make it unduly difficult to open carton by small children nor produce noticeable leakage. Should a leakage occur, vendor will replace entire crate of milk upon being notified. 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 Bid shall specify brand, product size, case count, origin and price. 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 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.

Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful Bidder shall accept charges for such calls on a reverse charge basis.

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 IFB. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this IFB and the awarded contract. The District will approve all materials associated with this IFB.

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 Bid will not be considered or the contract may be canceled.

Substitutions – All Bidders must conform to the specifications set forth in these Bid documents. The District reserves the right to reject all Bids 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 Bid. Suitability and valuation of “equal” rests in the sole discretion of the District.

Taxes – No Bid 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 Bid – Any claim by a Bidder of error in its Bid must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Bids only by emailed request received by the District’s Nutrition Services Department Executive Director.

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

Energy Policy Compliance – The Bidder shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clear Air Act Compliance - The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

- a. Section 306 of Clean Air Act (42 U.S.C. 1847(h))

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.

Protests

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

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

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

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

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

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

Bidders will receive a written notice of the outcome of their appeal within five (5) business days after submitting the protest to the District.

Resolution: The affected Bidder will be notified and given opportunity to rebut. The District will issue a written decision within fifteen (15) business days of receipt of protest, unless factors beyond the District's reasonable control prevent such resolution.

Appeal: Appeals must be submitted within three (3) business days after receipt of the District's written decision. Appeals must be in writing, set forth all factual and legal grounds, and be sent via overnight registered mail with all accompanying information.

Appeal Review and Finality: The Superintendent or designee shall review the decision and issue a written response within fifteen (15) business days. The decision concerning the appeal will be final and not subject to further appeals.

Reservation of Rights: The District reserves the right to proceed to award the contract and commence services pending decision on the protest and any appeal.

Waiver: The procedures and time limits are mandatory and constitute the sole and exclusive remedy. Failure to comply constitutes waiver of any right to pursue a protest.

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this IFB to procure and deliver Milk and Dairy products to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to 85 sites. The sites require 2 days per week deliveries due to storage limitations or volume purchases, with at least one day between deliveries. Deliveries will be made on Monday OR Tuesday AND Thursday OR Friday.
2. All deliveries shall occur during the hours specified in the following table. Overnight deliveries, or "Dark drops," will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. Delivery to site must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
4. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the IFB. The District requests deliveries each week specified in the schedule in the following table.
5. The Milk and Dairy products must be delivered in a refrigerated clean and sanitary truck with a temperature of 34° F - 38° F and the temperature of the products must be 35°F - 40°F at the time of delivery. A lift gate and pallets may be needed for large loads.
6. Empty milk crates are to be picked up at the time of the next delivery.
7. Milk shall be delivered a minimum of 12 working days prior to the code date indicated on the carton. Bad tasting, sour smelling milk, or milk leakage shall be replaced immediately upon notification. All out of date products are to be picked up and credit issued as needed.
8. Milk shall be delivered unwrapped with no plastic.
9. Milk will be stored in the school's milk coolers by the delivery person following the FIFO System: The Proposer shall follow appropriate procedures for first in, first out (FIFO) stock rotation system.
10. Separation of Incompatible Products—The Bidder shall ensure that products delivered under this contract are transported in a manner that prevents cross-contamination. At minimum, the following products shall not be co-mingled, co-loaded, or transported in the same compartment or on the same pallet without appropriate physical separation:
 - a. Ready-to-eat foods (including fresh produce, dairy products, and

packaged grocery items) shall not be transported with raw meat, raw poultry, or raw seafood.

- b. Food products of any kind shall not be transported with cleaning chemicals, sanitizers, pesticides, or other non-food chemical products.
- c. Produce and other unpackaged food items shall not be transported with paper, disposable, or non-food supply products unless products are fully enclosed in intact, sealed packaging and physically segregated to prevent any risk of contamination.
- d. Allergen-containing products shall be segregated from allergen-free products where cross-contact poses a material risk.
- e. These requirements are consistent with protections against adulteration under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §342) and the FDA's current Good Manufacturing Practice regulations (21 CFR Part 117, Subpart B).

OUSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Arroyo Viejo CDC	1895 78th Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Bridges Academy	1325 53rd Avenue, Oakland, CA 94601	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Brookfield & Pre K	401 Jones Avenue, Oakland, CA 94603	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Burbank Preschool	3550 64th Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Burckhalter Elementary	3994 Burckhalter Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Carl Munck Elementary	11900 Campus Drive, Oakland, CA 94619	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Centro Infantil CDC	2660 E 16th Street, Oakland, CA 94601	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Chabot Elementary	6686 Chabot Road, Oakland CA, 94618	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Claremont Middle School	5750 College Avenue Oakland, CA 94618	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Crocker Highlands Elementary	525 Midcrest Road, Oakland CA, 94618	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Dewey Academy	1111 2nd Avenue, Oakland, CA 94606	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Emerson	4801 Lawton Avenue, Oakland CA 94609	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Grass Valley Elementary	4720 Dunkirk Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Harriet Tubman CDC	800 33rd Street, Oakland, CA 94608	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Highland CDC	1322 86th Avenue, Oakland CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Hoover Elementary School	890 Brockhurst St, Oakland, CA 94608	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Piedmont Avenue Elementary School	4314 Piedmont Avenue Oakland, CA 94611	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Rudsdale Continuation School	8251 Fontaine Street, Oakland, CA 94605	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Urban Promise Academy	3031 E 18th Street, Oakland, CA 94601	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Bella Vista	1025 East 28th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Coliseum College Prep	1390 66th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
East Oakland Pride Elementary School	8000 Birch Street, Oakland, CA 94621	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Edna Brewer	3748 13th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Elmhurst	1800 98th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Esperanza/Korematsu	10315 E Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Franklin	915 Foothill Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Fremont	4610 Foothill Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Frick	2845 64th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Global Family	2035 40th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
La Escuelita/Met West	314 East Tenth Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Life/UFS	2101 35th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Lincoln	225 11th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Madison Upper	400 Capistrano Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Manzanita/Seed	2409 East 27th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Montclair	1757 Mountain Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Montera	5555 Ascot Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
New Highland/RISE	8521 A Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Oakland International	4521 Webster Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Oakland Tech	4351 Broadway	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Roosevelt	1926 19th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Skyline	12250 Skyline Boulevard	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Westlake Middle	2629 Harrison Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
West Oakland Middle School + Bunch	991 14th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Hillcrest K-8	30 Marguerite Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Horace Mann Elementary	5222 Ygnacio Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
International CDC	2825 International Blvd	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Jefferson CDC	1975 40th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Joaquin Miller Elementary	5525 Ascot Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Kaiser CDC	25 South Hill Court	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Lockwood CDC	1125 69th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Madison Primary	470 El Paseo Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Manzanita CDC	2618 Grande Vista Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Melrose Leadership Academy - Maxwell	1325 61st Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Melrose Leadership Academy - Sherman	5328 Brann Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Oakland Academy of Knowledge	8755 Fontaine Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Peralta Elementary	460 63rd Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Redwood Heights Elementary	4401 39th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Sequoia Elementary	3730 Lincoln Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Stonehurst CDC	901 105th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

OUSD Delivery Locations				
Street Academy	417 29th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Thornhill Elementary	5880 Thornhill Drive	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
United Nations CDC	1025 4th Avenue	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Yuk Yau CDC	291 10th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2
Young Adult Program	915 54th Street	7:00 am - 10:00 am	Monday OR Tuesday AND Thursday OR Friday	2

Submission Instructions

Bids shall be emailed to the Procurement Department at procurement@ousd.org no later than **MARCH 26, 2026 at 2:00PM PST.**

Bid shall be submitted with subject line:

“Response to IFB Bid #26-175NS Milk and Dairy Products for K-12 Meal Program Nutrition Services”

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

Bids 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. All bids received after the scheduled closing time for receipt of bids will not be considered. Incomplete bids may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all bids. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view [here](#). Bids and any other information submitted by respondents in response to this IFB shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of bids are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for bid preparation or for any demonstration that may be made. Contractors submit bids at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This IFB, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Bidders are responsible for checking this website for information and changes to this IFB.**

Bid Submission Checklist - Attachment "1"

To be Submitted with Bid

Bidder Name:

This checklist must be submitted with Bidder's Bid.

Required Documents:

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

Invitation For Bid Signature Page - Attachment "2"
To Be Submitted With Bid

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

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this bid 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.

Non Collusion Affidavit - Attachment "3"

**Public Contracts Code Section 7106
To Be Submitted With Bid**

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 Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid 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 Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, 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 Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid 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 Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid 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, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid."

(Date) Signed at (Place)

Bidder Name Authorized Representative (Person, Firm, Corp.)

Address Representative's Name

City, State, Zip Representative's Title

Bidder's Statement Regarding Insurance Coverage - Attachment "4"

To Be Submitted With Bid

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bids. 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 "5"

To Be Submitted With Bid

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

ATTEST:

By _____
Signature

Printed Name & Title

Drug-Free Workplace Certification - Attachment "6"

To Be Submitted With Bid

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 "7"

To Be Submitted With Bid

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 "8"

To Be Submitted With Bid

Fingerprinting Notice and Acknowledgment For All Contractors 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: _____

Attachment A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a. (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288. (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289. (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220. (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

Attachment B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name], am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20____, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, 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 (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20____

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

Certificate Of Independent Price Determination - Attachment "9" To Be Submitted With Bid

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;
 - 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 "10"
To Be Submitted With Bid

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 Bid 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 Bid 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 bid 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,” “bid,” 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 bid 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 "11"

To Be Submitted With Bid

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 Bid, 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- Attachment "12"

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 (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature:</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., Invitation for Bid (IFB) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "IFB-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 "13"

To Be Submitted With Bid

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 bids 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 Bid 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 DGS 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 bid 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)

Good Food Purchasing Resolution - Attachment "14"

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 “15”

To Be Submitted With Bid

Any vendor that submits a bid and/or bid 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: _____

Buy American Certification Form - Attachment "16"

To Be Submitted With Proposal

BUY AMERICAN PROVISION (7 CFR, sections 210.21d and 220.16d; U.S. Department of Agriculture Policy Memorandum SP 23-2024) Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 Public Law 105-336 added a provision, Section 12(n), to the National School Lunch Act (NSLA) (42 United States Code Section 1760n), that requires all school food authorities at Oakland Unified School District to purchase, to the maximum extent practical, domestic commodities or products. This Buy American provision supports the mission of the school nutrition programs, which is to serve children nutritious meals and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. Requiring compliance with the Buy American provision also supports Oakland Unified School District working with local, or small, minority, and women-owned businesses as required by Federal regulations (see 2 CFR 200.321). The USDA Child Nutrition Services (SNS) also encourages purchasing food products from local and regional sources when expanding farm to school efforts.

The Buy American provision applies to Oakland Unified School District located in the forty-eight contiguous United States and is one of the procurement standards Oakland Unified School District Program Operators must comply with when purchasing commercial food products served in the school meals programs.

Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. As codified in the final rule for the Buy American provision update, effective July 1, 2024, "substantially using agriculture commodities that are produced in the United States" means over 51 percent of a food product must consist of agricultural commodities that were grown domestically. Therefore, over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51 percent domestically grown items, by weight or volume as determined by Oakland Unified School District.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test, which defines the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

"We certify that our food products were manufactured in the United States and have at least 51% U.S. contents."

Date _____

Vendor Name _____

Completed By _____

Non-Domestic Food Products Limitation

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, Bidder must submit in writing to the District, a minimum of 30 days in advance of delivery. The request must include the following:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

(2) Reason for exception: limited/lack of availability or price (include price):

- (a) Price of the domestic food product; and
- (b) Price of the non-domestic product that meets the required specification of the domestic product.

Effective School Year 2025–26, per USDA regulations, Oakland Unified School District shall limit the total cost of non-domestic commercial food products purchased under this contract to no more than 10 percent of the total commercial food cost. Vendors must track and report non-domestic food purchases to ensure compliance with this threshold.

I/we _____, certify that only domestic commodity or food/beverage products will be supplied to Oakland Unified School District unless all are true:

- a) mutually agreed upon and pre-approved by Oakland Unified School District
- b) the total cost of non-domestic commercial food products purchased under this contract will not exceed 10 percent of the total cost of all food products purchased under this contract
- c) Vendor will provide information to the District on product and ingredient origin as needed to monitor Buy American compliance.

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.

Clean Air Certification - Attachment "17"

To Be Submitted With Proposal

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

The Vendor Agrees As Follows:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

The Terms In This Clause Have The Following Meanings:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

Itemized Bid List - Attachment "18"

To Be Submitted With Bid

This attachment is provided as a separate spreadsheet. Please use the Item [List Link](#) to get to the item list spreadsheet.

Item List Link:

<https://docs.google.com/spreadsheets/d/1hUUk9f5AEqhuz1hZn1GT4c0nQYWzm9taXllkoQbSdMc/edit?gid=0#gid=0>

Please note, pricing must be submitted in Excel or Google Sheet format. The Item list will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Click "File" in the top left corner.
2. Choose either "Download" or "Make a Copy".
3. Add your company name to the file name.
4. Vendors must bid on all items unless the item is marked OPTIONAL.
5. Bidder must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item.
6. Instructions for entering your data into your downloaded document to be submitted with your proposal.

Please initial each paragraph and return with your bid.

*I understand that I need to complete all blue cells on the Item List.

Initial: _____

*I understand that the Notes column should be used to indicate if the item I am bidding is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. I understand that all items will be expected to be stocked and available for delivery on the next delivered order unless they are noted as special order.

Initial: _____

*I understand that the completed item list may be submitted in PDF version but MUST also be submitted in spreadsheet format (Excel or Google Sheet).

Initial _____

I understand the original sheet is not to be edited by the Bidder, nor will the Bidder be given editing permissions. A copy of the sheet must be made, named to represent the bidder, and submitted.

Initial: _____

I understand I must bid on all items in order to be considered a responsive bidder. This excludes any item marked "OPTIONAL"

Initial: _____