

Board Office Use: Legislative File Info.	
File ID Number	23-1014
Introduction Date	6/7/23
Enactment Number	23-1076
Enactment Date	6/7/2023 CJH



# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Amy Glodde, Interim Executive Director, Nutrition Services

**Meeting Date** June 7, 2023

**Subject** Request for Award of Bid and Approval of Milk and Dairy Product Contract

**Ask of the Board** Approval by the Board of Education to award bid (IFB No. 22-134NS: Milk and Dairy Products K-12 Meal Program) and contract between the District and Crystal Creamery, Inc., Modesto, CA, for the latter to provide milk and dairy products, as the responsible bidder in an amount not to exceed \$795,000.00, for one year commencing on July 1, 2023 with two (2) one-year options to renew upon further approval of the Board.

**Background and Discussion** The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and Child and Adult Care Food Program. Milk and dairy products are necessary purchases for these programs. On February 24, 2023, Nutrition Services advertised Invitation for Bid (IFB) IFB No. 22-134NS. One vendor responded to the IFB. This vendor was interviewed and the responsive response was evaluated on the following criteria: price, experience and safety.

**Fiscal Impact** Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$795,000.00

**Attachment(s)**

- Crystal Creamery, Inc. Signed Agreement
- Notice of Intent to Award Bid (IFB No. 22-134NS)
- Crystal Creamery, Inc. Response to IFB No. 22-134NS
- OUSD IFB No. 22-134NS

## **TEMPLATE AGREEMENT**

### **Milk and Dairy (RFP # 22-134)**

This Agreement (“Agreement”) dated as of July 1, 2023 (“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 for Proposal number #22-134 (“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.** Vendor was selected as the highest ranked proposer to provide the following: Milk and Dairy. The Milk and Dairy 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 will be placed on-line no later than one (1) business days prior to the next scheduled delivery date. OUSD reserves the right to revise as necessary an order no later than 9:00 am the morning 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 2023-2024 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.

- a. In accordance with Section 5 (Compensation), the Milk and Dairy must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any defects in the Milk and Dairy, in whole or in part, if OUSD, in its sole discretion, determines that the Milk and Dairy 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 in accordance with this Section, Section 10 (Invoicing), and Exhibit A.

- a. The dollar amount of this Agreement shall not exceed \$795,000.00 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 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 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 actually delivered and after OUSD's written approval that Milk and Dairy 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, even if the defects were not apparent or detected at the time a payment was made.
- d. Vendor agrees that it shall not expect or demand payment for the delivery of Milk and Dairy delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Milk and Dairy 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.
- e. 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 items were delivered, date(s) of delivery, brief description of Milk and Dairy 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(f)(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 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 all Milk and Dairy 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 Milk and Dairy 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 twelve (12) working days prior to the code date indicated on the products. Products should be dated, showing a "produced on" or "pull" date. Vendor certifies that no preservatives will be used in the preparation of products.

- 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. All Milk and Dairy that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by OUSD.
- 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 vendor 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  
1000 Broadway, Suite 440  
Oakland, CA 94607
- 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. CIVIL 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](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: [email: program.intake@usda.gov](mailto: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, 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: Amy Glodde, Interim Executive Director  
Email address: amy.glodde@ousd.org

**VENDOR**

Crystal Creamery, Inc.  
Attn: Pricing Department  
529 Kansas Avenue  
Modesto, CA 95351  
Email address: ffdpricing@crystalcreamery.com

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 work day, 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 or draft form.
- o. Contract Contingent on Governing Board 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 Vendor absent 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: Brian Carden

Signature: 

Position: Vice President of Sales & Marketing

Date: 4/11/23

**OUSD**

{SR792702}

Name: Mike Hutchinson

Signature: 

Position: President, Board of Education

Date: 6/8/2023

☐ Board President

Name: Kyla Johnson-Trammell

☐ Superintendent

Position: Superintendent & Secretary

☐ Chief/Deputy Chief

Sign: 

Date: 6/8/2023

Approved as to form by OUSD Department of Nutrition Services Legal Counsel:

Name: Kelly M. Rem

Signature: 

Date: 4-14-23

# Exhibit A

## Pricing Exhibit

Vendor Name:

Item (i.e. Milk)	Description (i.e. sliced, organic)	Quantity	Preferred Pack/ Size	Brand Offered	Pack/Size Offered	Origin	Price Per Unit	Extended Price	Notes
Milk	Chocolate 1% Low Fat	700	Half Gallon	Crystal	Half Gallon	California	3.1894	2,232.58	
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	1% Low Fat	1,179,990	Half Pint	Crystal	Half Pint	California	0.39	459,927.00	PRICE NOTE: NO DISCOUNT
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	1% Low Fat	1,179,990	Half Pint	Crystal	Half Pint	California	0.39	459,927.00	PRICE NOTE: NO DISCOUNT
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Fat Free	184,260	Half Pint	Crystal	Half Pint	California	0.37	68,154.00	PRICE NOTE: NO DISCOUNT
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Fat Free	184,260	Half Pint	Crystal	Half Pint	California	0.37	68,154.00	PRICE NOTE: NO DISCOUNT
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint	Crystal	Half Pint	California	0.38	256,500.00	PRICE NOTE: NO DISCOUNT
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint	Crystal	Half Pint	California	0.38	256,500.00	PRICE NOTE: NO DISCOUNT
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint	N/A					
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint	N/A					
Milk	Fat Free	As needed	5 Gallon Bulk Bag	N/A					
Milk	1%	560	5 Gallon Bulk Bag	N/A					
Soy Milk	Plain	As needed	8 oz	N/A					
Sour Cream		200	2/ 5 lbs	Crystal	2/5lbs	California	13.13	2,626.00	
Sour Cream		200	6/ 24 Ounce	N/A					
Butter	Unsalted Solid	600	1 lb	Crystal	1 lb	California	6.1136	3,668.16	
Yogurt	Low Fat Plain	150	Quart	N/A					
Yogurt	Low Fat Vanilla	150	5#	N/A					
Yogurt	Low Fat Vanilla	150	Quart	N/A					
Yogurt	Full Fat Plain	150	Quart	N/A					





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

## **NOTICE OF INTENT TO AWARD**

**April 4, 2023**

**To: Crystal Creamery, Inc**

**PROJECT:**

**Invitation For Bid (IFB) 22-134NS Milk and Dairy Products K-12 Meal Program**

The Oakland Unified School District ("OUSD") ("District") has completed its IFB for Milk & Dairy Products.

OUSD intends to award Crystal Creamery, Inc. The recommendation to award the bid to Crystal Creamery, will be submitted to our District's Board of Education for final approval.

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

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

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

Sincerely,

**Rosaura M. Altamirano**

*Senior Manager, Supply Chain & Logistics*

[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@ousd.org)

Procurement Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



March 22, 2023

Procurement Department  
Oakland Unified School District  
900 High Street, 2<sup>nd</sup> Floor  
Oakland, CA 94601

---

RE: IFB #22-134NS

To whom it may concern,

We greatly appreciate the opportunity to bid on products for the Oakland Unified School District and we look forward to the opportunity to serve you.

The prices we have bid are based on March 2023 milk pricing, are bid on an all-or-none basis, are based upon the terms and conditions in IFB #22-134NS, and are subject to FMMO changes monthly, but only if the cost of raw materials (based on changes prescribed by the California Department of Food and Agriculture), packaging, labor, or transportation costs change.

Sincerely,

Klodet Barkhosir  
Financial Planning & Analysis Manager  
Crystal Creamery, Inc.



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Invitation For Bid (IFB) #22-134NS**

## **MILK AND DAIRY PRODUCTS K-12 MEAL PROGRAM FOR NUTRITION SERVICES**

\* Submit proposals and all questions/inquiries to:

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

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

**Proposals Due:  
March 24, 2023 at 2:00 PM PST**

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

## Table of Contents

Table of Contents	2
IFB Schedule Of Events	3
Submission Instructions	4
Notice to Bidders	5
General Information about the District	5
Bid Submission Checklist - Attachment "1"	7
Bid Instructions and General Requirements	8
Pricing	9
District Evaluation/Selection Process	10
Terms and Conditions	11
Protests	18
Delivery Requirements and Locations	19
Invitation For Bid Signature Page - Attachment "2"	26
Non Collusion Affidavit - Attachment "3"	27
Bidder's Statement Regarding Insurance Coverage - Attachment "4"	28
Workers' Compensation Insurance Certificate - Attachment "5"	29
Drug-Free Workplace Certification - Attachment "6"	30
Equal Opportunity Employment - Attachment "7"	31
Fingerprinting/Criminal Background Investigation Certification - Attachment "8"	32
Certificate Of Independent Price Determination - Attachment "9"	37
Suspension And Debarment Certification - Attachment "10"	38
Certification Regarding Lobbying - Attachment "11"	40
Disclosure Of Lobbying Activities- Attachment "12"	41
Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "13"	43
Good Food Purchasing Resolution - Attachment "14"	45
Good Food Purchasing Bidding Vendor Pledge - Attachment "15"	47
Itemized Bid List - Attachment "16"	48



### **IFB Schedule Of Events**

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

<b>DATE</b>	<b>ACTION</b>
IFB Posting/First Advertisement:	February 24, 2023
Pre-Bid Conference:	March 10, 2023 @ 10:30 a.m. pst (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	March 17, 2023 @ 2:00 p.m. pst
<b>Proposal/Bid Submitted to District:</b>	<b>March 24, 2023 @ 2:00 p.m. pst</b>
Bid Opening:	March 27, 2023 @ 2:00 p.m. pst (Zoom link on <a href="#">Procurement Website</a> )
Final Bid Award Notice:	March 30, 2023
Contract Start Date:	July 1, 2023

\*\*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](http://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:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@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.

### Submission Instructions

Sealed Bids must be received prior to **March 24, 2023 at 2:00 PM PST**

**Provider to submit:**

(1) Hardcopy Bid & (1) USB - Electronic IFB version

Bid package shall be clearly marked: **"Response to IFB No. 22-134NS"**

Bid package shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT  
MILK AND DAIRY PRODUCTS K12 MEAL PROGRAM  
Attention: PROCUREMENT DEPARTMENT  
900 High Street  
OAKLAND, CA 94601**

---

Sealed Bid packages shall be delivered to the **Procurement Department** no later than **March 24, 2023 at 2:00 PM. PST**

Bids submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the bid either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the bid directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm**. All bids delivered after 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 that are deemed non-responsive. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/Page/22408>. Bids and any other information submitted by respondents in response to this IFB shall become the property of the District. Notwithstanding any indication by Bidders of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Bidders for any expenses incurred for bid preparation or for any demonstration that may be made. Bidders 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.**

---

## 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 a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has 76 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 16].

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](https://www.youtube.com/watch?v=MxBBhUUi0zs) (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>).

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

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

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

The District is seeking to:

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

**Bid Submission Checklist - Attachment "1"**

TO BE SUBMITTED WITH BID

**Bidder Name:**

Crystal Creamery, Inc.

**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)
- ☒ Itemized Bid List (Att. 16)
- ☒ Statement of Pricing (Include in your Item list)
- ☒ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☒ Addenda



## **Bid Instructions and General Requirements**

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

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

**Bidder Questions Regarding this Invitation for Bid** – Any questions regarding this Invitation for Bids shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the March 17, 2023 at 2:00 pm pst deadline.

**Deadline for Receipt of Bids** – Bids shall be delivered to the District, on or before the day and hour set for the opening of the Bids. Bids shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland, California, 94601. Any Bid received after the scheduled closing time stated in the Submission Instructions in this IFB 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** – All numbers on the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs.

**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 mail or by common carriers or by transmission errors or delays or mistaken delivery.

**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.

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**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. 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 to be provided. The Bid will be awarded to the responsive and responsible bidder with the lowest prices overall. Bidders submitting a IFB shall specify brand, product size, case count, origin and price pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period July 1, 2023 through June 30, 2024. 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. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**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.

### **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 online at <https://www.ousd.org/Page/22408>. 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 telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of 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.

**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 or U.S. mail. 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 Proposal 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 Proposal 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.

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

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

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Bidder submitting a bid shall specify biodegradable milk containers, 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.

**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 Proposal. 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 Proposal** – 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 written request received by the District's Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

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

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

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the

vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising



from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.

9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

### **Protests**

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

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

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

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

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

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

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

## 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 76 sites. The sites require 3 days per week deliveries due to storage limitations or volume purchases.
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's 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 and the temperature of the products must be 37° – 45° 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.

OUSD Delivery Location				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Mon-Fri TBD	2
ACORN/ Encompass + CDC	1025 81st Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
	3670			
Allendale + SPK	Penniman Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Arroyo Viejo CDC	1895 78th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bella Vista	1025 East 28th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bella Vista CDC	2410 10th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bridges + SPK	1325 53rd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Brookfield	401 Jones Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Burbank State Prek	3550 64th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Burckhalter +SPKSped	3994 Burckhalter Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

Carl Munck + Hintil CDC	11900 Campus Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
CCPA	1390 66th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Centro Infantil CDC	2660 E 16th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Claremont	5750 College Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Cleveland	745 Cleveland Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Crocker	525 Midcrest Road	7:00 am - 12:00 pm	Mon-Fri TBD	2
Dewey	1111 2nd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Edna Brewer	3748 13th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Elmhurst	1800 98th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Emerson + CDC	4803 Lawton Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Esperanza/Korematsu	10315 E Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Franklin	915 Foothill Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Fremont	4610 Foothill Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Frick	2845 64th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

Fruitvale + SPK	3200 Boston Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Glenview	915 54th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Global Family	2035 40th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Grass Valley	4720 Dunkirk Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Greenleaf	6328 East 17th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Harriet Tubman CDC	800 33rd Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Highland CDC	8521 A Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Hoover	890 Brockhurst Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Horace Mann	5222 Ygnacio Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
ICS	2825 International Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Jefferson CDC	1975 40th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Joaquin Miller	5525 Ascot Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
La Escuelita/Met West	1050 Second Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Laurel	3750 Brown	7:00 am -	Mon-Fri TBD	2

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	Avenue	12:00 pm		
Life/UFS	2101 35th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lincoln	225 11th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lockwood CDC	1125 69th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lockwood Steam + SPK	6701 International Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Madison Primary	470 El Paseo Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Madison Upper	400 Capistrano Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Manzanita CDC	2409 East 27th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Manzanita/See d	2409 East 27th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Markham	7220 Krause Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
McClymonds	2607 Myrtle Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
MLA (Maxwell Campus)	4730 Fleming Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
MLK + SPK	960 Tenth Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Montclair	1757 Mountain Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Montera	5555 Ascot Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2

New Highland/RISE	8521 A Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
OAK + Howard Preschool	8755 Fontaine St, Oakland, CA 94605	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland Int'l	4521 Webster Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland Tech	4351 Broadway	7:00 am - 12:00 pm	Mon-Fri TBD	2
Peralta	460 63rd Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Piedmont	4314 Piedmont Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Prescott + CDC	920 Campbell Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
East Oakland PRIDE	8000 Birch Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Reach + SPK	9845 Bancroft Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Redwood Hts	4401 39th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Roosevelt	1926 19th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Sankofa + CDC	581 61st Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Sequoia	3730 Lincoln Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

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Skyline	12250 Skyline Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Stonehurst CDC	901 105th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
United Nation CDC	1025 4th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
UPA	3031 East 18th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Westlake/Met West (Huggins)	2629 Harrison Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
WOMS + Bunch	991 14th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Yuk Yau CDC	291 10th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2

**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 proposal is accurate, true, and binding upon the Bidder.	
Company Name	Crystal Creamery, Inc.
Signature of Company Official	
Name of Signer	Klodet Barkhosir
Title of Signer	Financial Planning & Analysis Manager
Email Address	ffdpricing@crystalcreamery.com
Complete Mailing Address	529 Kansas Avenue
City, State, Zip	Modesto, CA 95351
Phone Number	209-576-3400
Date	3/22/23
Minimum Dollar Amount for Delivery	\$
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	
<input checked="" type="checkbox"/>	Check if no minimum case amount for delivery is required.

**Non Collusion Affidavit - Attachment "3"**  
**PUBLIC CONTRACTS CODE SECTION 7106**  
**TO BE SUBMITTED WITH BID**

State of California  
County of Stanislaus

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

03-22-23  
(Date)

Modesto, California  
Signed at (Place)

Crystal Creamery, Inc.  
Bidder Name  
(Person, Firm, Corp.)

  
Authorized Representative

529 Kansas Avenue  
Address

Klodet Barkhosir  
Representative's Name

Modesto, CA 95351  
City, State, Zip

Financial Planning & Analysis Manager  
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.

Crystal Creamery, Inc.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Klodet Barkhosir, FP&A Manager

Name & Title of Authorized Representative

3/22/23

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.

Crystal Creamery, Inc.

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Klodet Barkhosir, FP&A Manager

Name & Title of Authorized Representative

03-22-23

Date of Signing

ATTEST:

By 

Signature

Klodet Barkhosir, FP&A Manager

Printed Name & Title

**Drug-Free Workplace Certification - Attachment "6"**

**TO BE SUBMITTED WITH BID**

I, Klodet Barkhosir, am the Financial Planning & Analysis Manager of  
(Print Name) (Title)

(Bidder Name): Crystal Creamery, Inc. I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. 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 Modesto, California this day of 03-22-23  
(City and State) (Date)

  
(Signature)

Klodet Barkhosir  
(Name Handwritten or Typed Name)

{M0195388}

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 Crystal Creamery, Inc. (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 03-22-23

Crystal Creamery, Inc.  
CONTRACTOR

By: 

Fingerprinting/Criminal Background Investigation Certification - Attachment "8"

TO BE SUBMITTED WITH BID

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

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

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

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

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

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

5. If you are an individual operating as a sole proprietor of a business

entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as FP&A Manager *[insert "owner" or officer title]* of Crystal Creamery, Inc.  
*[insert name of business entity]*, have read the foregoing and agree that Crystal Creamery, Inc.  
*[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: 03-22-23

Name: Klodet Barkhosir

Signature: 

Title: Financial Planning & Analysis Manager

## 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.

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## 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: Crystal Creamery, Inc.  
Date of Entity's Contract with District: July 1, 2023  
Scope of Entity's Contract with District: Milk & Dairy Products

I, Klodet Barkhosir [insert name], am the FP&A Manager [insert "owner" or officer title] for Crystal Creamery, Inc. [insert name of business entity] ("Entity"), which entered a contract on July 1, 2023, with the District for Milk & Dairy Products

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: 03-22, 2023

Signature: 

Typed Name: Klodet Barkhosir

Title: Financial Planning & Analysis Manager

Entity: Crystal Creamery, Inc.

**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.

Crystal Creamey, Inc.		Oakland Unified School District
Name of Bidder		Name of SFA

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

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

\_\_\_\_\_

\_\_\_\_\_

		FP&A Manager		03-22-23
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 Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

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

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

Oakland Unified School District  
Name of School Food Authority

IFB #22-134NS  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Klodet Barkhosir  
Printed Name

Financial Planning & Analysis Manager  
Title

  
Signature

03-22-23  
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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Lobbying - Attachment "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 Proposal, contract renewal or extension when the contract exceeds \$100,000.

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


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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature	Date:
OR			
Name of Vendor: Crystal Creamery, Inc.			
Printed Name and Title: Klodet Barkhosir, Financial Planning & Analysis Manager		Signature 	Date: 03-22-23

### Disclosure Of Lobbying Activities- Attachment "12"

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

<b>1. Type of Federal Action:</b> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing <input checked="" type="checkbox"/> b. material change  <b>For material change only:</b> Year ____ quarter ____  Date of last report ____
<b>4. Name and Address of Reporting Entity:</b> Crystal Creamery, Inc. 529 Kansas Avenue Modesto, CA 95351 ____ Prime ____ Subawardee ____ Tier ____, if Known:		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  N/A
Congressional District, if known:		Congressional District, if known:
<b>6. Federal Department/Agency:</b>  N/A		<b>7. Federal Program Name/Description:</b> N/A  CFDA Number, if applicable:
<b>8. Federal Action Number, if known:</b> N/A		<b>9. Award Amount, if known:</b> \$ N/A
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  N/A		<b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI)</i>  N/A
<b>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.</b>		<b>Signature:</b>   <b>Print Name:</b> Klodet Barkhosir  <b>Title:</b> FP&A Manager  <b>Telephone No.:</b> 209-576-3400  <b>Date:</b> 03-22-23
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Invitation for Bid (IFB) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "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).

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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 proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

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

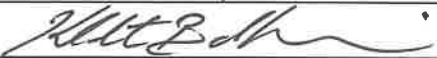
The Bidder shall certify that at the time of submitting a Proposal for new contract or renewal of an existing contract, the Bidder is not identified on the DGS list of ineligible businesses or persons and that the Bidder is not engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

#### **OPTION #1: CERTIFICATION**

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

Vendor Name/Financial Institution (printed) Crystal Creamery, Inc.	BTRC (or n/a) 84-3472126
By (Authorized Signature) 	
Print Name and Title of Person Signing Klodet Barkhosir, Financial Planning & Analysis Manager	
Date Executed 03-22-23	City Approval (Signature) (Print Name) Modesto

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

**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;

{M0195388}

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);

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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 proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

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

Date: 03-22-23

Name of bidding company: Crystal Creamery, Inc.

Name and title of representative signing: Klodet Barkhosir, FP&A Manager

Signature: 

	CRYSTAL CREAMERY POLICY	QC. 10.131
	TITLE: Food Safety Plan Program	DOCUMENT NUMBER

**Purpose:**

The purpose of the Food Safety Plan is to ensure procedures are established for the protection of food safety and quality. The plan is developed using the HACCP method- a process of examining potential for food safety hazards and establishment of measures for control of identified hazards. To comply with the SQF Code Requirement, Crystal Creamery is required to demonstrate that it has applied the HACCP methodology to the development of the Food Safety Plan.

**Scope:**

The Food Safety Plan shall be prepared in accordance with the HACCP method and shall encompass all products and processes at Crystal Creamery. The SQF Practitioner must verify and validate the Food Safety Plan.

**Objective:**

The Food Safety Plan is designed to provide a process for attaining food safety and quality. Pre-requisite Programs are the foundation of the Food Safety Plan and are a requirement of the element. A hazard analysis is performed for each product and process step. In developing the Food Safety, Plan Crystal Creamery is required to demonstrate that it has followed the twelve steps of HACCP.

**Description:**

Process steps where pre-requisite programs do not prevent, eliminate, or reduce food safety hazards to safe levels are to be designated as Critical Control Points (CCP). Each CCP must have defined critical limit(s), identified monitoring tasks (who, what, how, how often), defined corrective actions, identified verification and validation steps, and records that are continuously maintained.

Crystal Creamery has identified the pasteurization process in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) as a CCP and metal detection in Cottage Cheese, Sour Cream, Ice Cream, Butter and Powder.

The Critical Limits for Pasteurization are Time and Temperature. The Time and Temperature vary based on the type of product that is being pasteurized. Details of specific Time and Temperature can be found in each Department's specific HACCP Plan. These Critical Limits have been set forth in the Pasteurized Milk Ordinance (PMO) and they are enforced on a Quarterly Basis by the California Department of Food and Agriculture.

The Critical Limits for Metal Detection are the Ferrous, Non-Ferrous, and Stainless Steel Wands that are used. These wand sizes are determined by the Original Equipment Manufacturer (OEM) and vary at each Metal Detector. Each individual HACCP Plan details the specific wand sizes to be used on each individual line. Tasks associated with the food safety plan should be documented as work Standard Operating Procedures and appropriate staff should be trained in them. All staff shall be trained annually in HACCP and be accompanied by a quiz.

The Food Safety Plan establishes CCP's for product safety. Before full implementation, the SQF Practitioner must validate and verify that all critical limits in the Food Safety Plan have been met. On an annual basis, all metal detectors must be validated. The OEM of each metal detector shall calibrate each unit on an annual basis. Furthermore, metal detectors are verified on a daily basis by Crystal Creamery employees.

Pasteurizers are verified by the State of California on a Quarterly basis to ensure that the proper time and temperature is being reached. To a lesser degree, Pasteurizers are verified daily by Crystal Creamery licensed pasteurizer operators who verify that the temperatures of the indicating thermometer and recording thermometer are

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 1 of 2
11-19-12	12-07-22	Sumindar Kaur	QA Manager	

	CRYSTAL CREAMERY POLICY	QC.10.131
	TITLE: Food Safety Plan Program	DOCUMENT NUMBER


within one degree of each other, that the Cut-In and Cut-Out is functioning properly, and that all seals are in place. The time and temperature for each type of product has been validated through numerous studies and can be referenced in the Pasteurized Milk Ordinance (PMO) (see pages 91-93 in the 2019 PMO).

This Program is a summary of our Food Safety Plan. The Food Safety Plan is outlined in each Department's individual HACCP Plans. This is meant to give a brief overview of how Crystal Creamery addresses Food Safety. Specific Product Descriptions, Flow Diagrams, Hazard Analysis, and CCP Descriptions are documented and outlined in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) HACCP Plans.

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 2 of 2
11-19-12	12-07-22	Sumindar Kaur	QA Manager	

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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

**Purpose:**

To ensure that ingredients, packaging, rework, semi-finished and finished products are handled, stored, produced, and shipped in a manner that protects the materials, products and ensures their safety, quality, and overall integrity.

**Scope:**

Crystal Creamery manufacturing facility shall implement Good Manufacturing Practices (GMPs) that include personal hygiene practices consistent with the GMPs identified in the Code of Federal Regulation, Title 21 Part 117. GMPs shall be documented and communicated to all personnel who work or enter areas of production and areas where ingredients, packages, processing equipment, and finished products are handled.

**Procedure:**

**I. General Practices**


- A. Good Manufacturing Practices (GMPs) areas include areas in the facility where products, ingredients, product packages, or food equipment/utensils are handled.
- B. All full and part time employees, temporary employees, suppliers, and visitors involved in the following functions shall adhere to Good Manufacturing Practices (GMPs):
  1. Receiving, processing, packaging, and distribution of raw materials and Crystal Creamery products.
  2. Design, construction, maintenance, and cleaning of the facilities, processes, and equipment used to manufacture and handle Crystal Creamery products.
- C. Management shall enforce Good Manufacturing Practices (GMPs) and shall take appropriate action against employees and/or person(s) who continually violate GMPs.
- D. Appropriate actions will be taken against Supervisors and Management who violate GMPs.
- E. All employees and/person(s) shall take every necessary precaution to prevent contamination of foods with chemical, micro-organisms, or foreign materials.
  - i. Identity Preserved Foods - control of chemicals (sanitation related, food and non-food grade greases and lubricants), presence of any non-Kosher ingredients (Pork base ingredients), presence of any non-Halal ingredients (Gelatin, Alcohol, Animal or Pork base ingredients).
- F. Entry by unauthorized persons to food preparation, processing, and packaging areas shall be prohibited.

**II. Education and Training**

- A. Employees and supervisors shall receive appropriate training in proper food handling techniques and principles of food protection. They shall be made aware of the danger of poor personal hygiene and unsanitary practices.
- B. GMP training shall be an integral part of any plant sanitation and personal hygiene program. This will include orientation of all new personnel as they start their jobs and continued annual training of all plant employees and supervisors.
  - All annual, and as needed, GMP training shall be documented.
  - Records of employee participation in the instruction program should be retained to include employee name, date, subject, and instructor's name.
- C. It is important, as a condition of employment, that all prospective applicants interviewed and hired by plant management understand the existing employee good manufacturing rules, especially those governing personal appearance, hygiene, and sanitation.

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 1 of 8
05-17-11	12-06-22	Breanna Guzman	SQF Practitioner / Food Safety Coordinator	


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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

### III. Personnel Practices

- A. Personal Hygiene – Employees must maintain a high degree of personal cleanliness to prevent contamination of foods.
- B. Jewelry – Jewelry presents both a sanitary and safety hazard.
  - Jewelry, including but not limited to rings, watches, earrings, pins, bracelets, necklaces, ornaments in exposed pierced body areas, and other jewelry shall not be worn.
    - i. A wedding band without stones is allowed.
  - “Medic-Alert” Identification
    - i. Tags and necklaces, as authorized by a physician, are allowed. For GMP and safety purposes, all parts of the jewelry must be secure and worn underneath uniform and clothing.
- C. Cosmetics must be worn in a manner to prevent product contamination. Acrylic nails, fingernail polish, false eyelashes, etc., is not permissible in the plant. Fingernails are to be kept trimmed (must not extend past fingertips) for both sanitary and safety reasons.
  - False fingernails, nail polish fingernail decals are prohibited unless the employee and/or visitor wears approved gloves over the entire hand and fingers while in the GMP area.
- D. Prohibited Acts – the following activities are not allowed in GMP areas:
  - Eating - “tasting” food or sensory evaluation of any product [Only designated employee may do so but away from production line]
  - Drinking
  - Gum chewing
  - Earphones/ phone usage (Employees are permitted to use their phones for work-related purposes only)
  - Tobacco usage
  - Holding toothpicks, matchsticks, straws, or similar objects in mouth
  - Placing pencils, cigarettes, or other objects behind the ears or be inserted into hair nets or under head covers.
  - Carrying objects above the belt or waistline (e.g., pens, pencils, flashlights, thermometers, etc.)
  - Spitting inside any building
  - Littering or contributing to poor housekeeping
  - Contributing to unsanitary conditions
  - Possession or ingestion of any controlled substance, illegal drug and/or alcohol in or on any Crystal Creamery premises.
- E. Designated Smoking Area – Smoking is only permitted in the designated area.
- F. Designated Eating Areas – Food and drink may only be consumed in designated eating areas. They are prohibited in GMP areas.
- G. Food Storage – Food intended for employee’s meals and breaks must be stored in designated areas.
- H. Lockers – Employee lockers should be designed to provide storage for personal items.
  - Employee lockers must be clean, free of trash and soiled clothing.
  - Food must NOT be stored in employee lockers.
- I. Loose Objects- Staples, paperclips and tacks must not be taken into or pinned up in production areas as they are a potential foreign material issue.

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395	
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator

	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

#### IV. Clothing and Personal Equipment

- A. Approved Clothing – Employees and temporary employees must wear company approved clothing (smock). All outer garments and footwear shall be clean, in good repair, and devoid of fasteners that can come off and fall into the product stream.
  1. A clean change of uniform is required daily at start of operation and kept reasonably clean during operation. Uniforms must always be clean and worn in a presentable fashion – Uniform shirts must be tucked in.
  2. If clothing becomes excessively soiled, particularly with raw product and/or an allergen, the employee shall change into a clean uniform or clean smock before proceeding to their next job task.
  3. Employees engaged in high-risk areas shall change into clean clothing or don temporary protective outerwear (such as booties worn in the Powder Bagging Room) when entering high risk areas.
  4. Non-approved clothing must be covered by an approved garment, e.g., a lab coat, smock, or jacket. [Exception – Cold Box, Blow Mold and Maintenance (any area that is considered safety hazard area)]
  5. Non-production employees, suppliers, and visitors who enter the plant must either cover non-approved clothing, e.g., with a smock, or wear clothing appropriate for their task, e.g., company issued uniform, and wear appropriate footwear that meet provisions above.
  6. It is unacceptable to leave the premises with your uniform or work shoes on. Uniforms and plant use shoes are not to be taken home to be washed or be worn from home. Uniforms are laundered by an outside service contractor.
  7. Supervisors and Management team members that do change at home, must wear a smock while in the production area accompanied by a second pair of shoes only for plant use. Otherwise, if Supervisors and Management team members change at the facility, they must change into street clothes and shoes before leaving the premises.
  8. While utilizing the bathroom or break room, company issued smocks and jackets must be hung in the designated areas, such as the coat hooks outside the break room by the hampers, and in the hallway by the restrooms.
- B. Pockets – Pockets above the waist should be removed or sewn shut.
  1. This policy applies to workers and supervisors in all GMP areas including maintenance and laboratory personnel.
  2. Exceptions shall be made for employees who work solely in finished product coolers that do not move back and forth through GMP areas.
- C. Socks – Socks shall be worn.
- D. Shoes – Shoes must be kept clean, neat and in good repair. Shoes worn in GMP areas shall be kept on site and not be taken home. Shoes worn for GMP, and safety purposes must be designed and constructed as follows:
  1. Fully enclosed – No open toes, open heels, open weave, or sandals.
  2. Made with leather or vinyl outer materials.

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		PAGE 3 of 8
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	

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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER


3. Low heeled – heels not to exceed 1.5 inches.
  4. Overall construction should be sturdy enough to provide impact protection. Steel-toed shoes may be required where personal safety is a concern.
- E. Aprons – Disposable and Non-disposable Aprons
1. Non-disposable aprons shall be cleaned and sanitized when not in use or as needed. When not in use, they should be stored on designated racks or hooks, not on ingredients, product or equipment.
  2. Disposable aprons are considered single use and must be changed after each break, upon re-entry into the processing area and when damaged.
- F. Ear Protection – must be secured in one of the following ways to prevent foreign material contamination:
1. Earplugs must be tethered and tied onto the suspension of the hardhat or bump cap.
  2. Earmuffs attached by head band.
  3. Earplugs must be covered by a hair net.
- 
- G. Gloves – Only company approved gloves may be used for handling products or product contact surfaces.
1. Gloves must be maintained intact, clean, and in sanitary condition.
    - i. If gloves become unsanitary or damaged, they must be replaced.
  2. A glove must be worn on a hand that has a wedding ring that cannot be removed.
  3. Gloves are not allowed to be worn in the restrooms.
  4. Disposable gloves must be replaced every time you enter a protected area from an unprotected area.
  5. Non-disposable gloves shall be cleaned daily after use and stored on racks or hook in the production area, not on ingredients, products, or equipment.
- H. Sweaters and Warm Undergarments – If a sweater is used, it must be short-hair, close knit, lint free, and worn under an approved outer garment.
1. Warm undergarments such as turtleneck shirts may be worn under the uniform if completely covered by the uniform and loose fibers are avoided to prevent contamination.
  2. Undergarments shall be close knit and lint free.
  3. Cold storage areas:
    - i. Hoodies and beanies - A hair net and beard net must cover all visible facial hair if the personnel are entering production area (Fluid, Culture, Butter, Ice-Cream, and Powder) or rework area located in the cold box. No hair nets or beard nets are required if the personnel are only loading pallets in the trailer or stacking packaged products in the cold box.
- I. Helmets/Bump Caps – Helmets/bump caps must be always worn and maintained in a sanitary condition. Helmets/bump caps must not be used for storing or carrying objects such as cigarettes, notepads, pencils, etc.

## V. Hands

- A. Hand Washing – Employees and temporary employees working in GMP areas must wash and sanitize hands at the following times:

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		PAGE 4 of 8
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	

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	CRYSTAL CREAMERY POLICY		QC 10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

1. Before starting work,
2. After each break or absence from the work area
3. After visiting toilet facilities, and
4. At any other times when hands have become soiled or contaminated (e.g., after handling non-product contact items, such as hoses, pallet jackets, etc.)

**Hands shall be thoroughly washed for a minimum of 30 seconds with warm water and soap.**

- B. Hand Usage – Employees should control their hand usage to avoid unsanitary and unsightly personal practices which are likely to result in contamination of food products. Hand contact with food products or product contact surfaces of food containers shall be minimized. Improperly handled product shall be disposed and not put back into the product stream. Specifically, hands should not be used to:

1. Scratch the head or body.
2. Touch the face, wipe the forehead, or adjust glasses.
3. Place the fingers on or about the ear, nose, or mouth.
4. Indiscriminately cover sneezing or coughing.
5. Handle product samples for taste testing in an unsanitary manner.

- C. Hand Lotions – Hand lotions shall not be used if the hands are in direct contact with product or product contact surfaces.

- D. Hand Powder – Hand powder (e.g., baby powder) shall not be used if the hands are in direct contact with product or product contact surfaces.

#### **VI. Hair, Face and Head Coverings**

- A. Hair Condition and Accessories – Employees and temporary employees working in GMP areas must comply with the following:

1. Hair must be kept clean.
2. Hair curlers, hair combs, and bobby pins are not allowed.
3. A Barrette (2" or more) bar or clasp and scarf or bandanna neatly worn under hairnet is permitted.

- B. Hair Restraints – Employees and temporary employees working in plant and warehouses shall wear hair restraining head coverings, such as hair nets, in such a way as to completely cover and contain the hair. No hair is permitted outside the hair net. Hair restraints worn in GMP areas must be supplied by the company and be of a close mesh type.


- C. Facial Hair – Employees and temporary employees working in plant and warehouses should be clean shaven. If not, all facial hair shall be maintained in beard nets.

- D. Safety considerations - Any employee who is required to wear a self-contained breathing apparatus or respirator must be clean shaven. This is essential for the equipment to provide adequate protection.

- E. Face Mask use guidance will be issued per CDC and California Department of Public Health requirements. (Subject to the Cal/OSHA COVID-19 Emergency Temporary Standards)

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		PAGE 5 of 8
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	

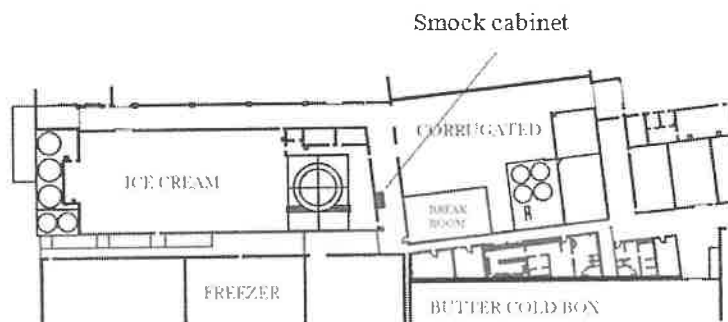
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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

**VII. Medical Screening will be mandated when CDC guidelines and California Department of Public Health requirements are issued**

- A. Each employee will have their temperature taken on the Wellness Clocks (health questions related to Covid symptoms will need to be answered)
  1. All employees who pass the wellness screening may proceed to their daily tasks.
  2. Any employee that fails the wellness check will be required to leave the premise immediately and notify HR and Safety
- B. All Visitors are required to fill out Covid-19 Visitor Questionnaire prior to arriving at the facility. Temperature checks conducted at the Guard Shack or Front Office.
- C. Temperature checks for Contractors are conducted at the Maintenance Shop.
- D. All visitors and contractors are required to adhere to all Crystal Creamery covid-19 protection policies at all times. Failure to adhere to the policies will result in the person being asked to leave the facility.
- E. During the visit to Crystal Creamery, the person agrees to immediately inform Crystal Creamery safety department should they experience any covid symptoms, get tested for covid or be informed they have been exposed to covid.

Shaded area below represents area where gloves, hair restraints, uniforms, smocks are not required to be worn.




**VIII. Disease Control**

- A. Disease Control Policy – No person will be admitted to a GMP area if they have been exposed to, are affected with, or are a carrier of any potential source of microbial or viral contamination.
  1. Symptoms of a communicable disease may include diarrhea, vomiting, open skin sores, boils, fever, dark urine or jaundice.
  2. Once an employee is diagnosed with a communicable disease by a doctor, they are obligated to inform management. An employee may not return to work until a doctor has cleared them to return to work.
  3. No person shall be admitted to GMP areas if he or she carries or has been exposed to a communicable disease. Pathogens that are involved with communicable diseases include *Hepatitis A virus*, *Norwalk (like) viruses (Noroviruses)*, *Salmonella typhi*, *Shigella species*, *Staphylococcus aureus*, and *Streptococcus pyogenes*. Other pathogens that are occasionally transmitted including *Campylobacter jejuni*, *Entamoeba histolytica*, *EHEC*, *ETEC*, *Giardia lamblia*, *Nontyphoidal Salmonella*, *Rotavirus*, *Taenia solium*, *Vibrio cholera 01*, *Yersinia enterocolitica* and *Cryptosporidium parvum*.
- B. Minor Cuts on Hands – Personnel with minor cuts or injuries on hands:
  1. Must review the condition with supervisor before reporting to the work site.

IMS Plant #'s: 06-053, 06-153, 06-253	Organic # 17395			PAGE 6 of 8
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	

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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER


2. Must be able to protect the wound and keep it clean and free from infection.
  3. Will be allowed to work on production lines provided the cuts are bandaged and covered with an impermeable sanitary material, e.g., gloves.
- C. First Aid- all near misses and accidents must be reported to your supervisor.
1. First Aid kits shall be provided to treat minor injuries. Blue metal detectable bandages are to be used on all areas of the body when bandages have to potential become a foreign material issue.
  2. First aid kits are maintained by an outside contracted service.
  3. Suitable arrangements shall be provided in circumstances where specialized care is needed.
- D. Bodily Fluid Exposure – For incidents where bodily fluids, e.g., blood, are released in a GMP area, proper clean-up and sanitization procedures must be followed.

#### VIII. Facilities

- A. Lunch Rooms
1. Separate lunch room facilities shall be provided away from food contact/handling zones.
  2. Lunch rooms facilities shall be well lit, provide adequate seating, be equipped with sink and faucet with hot and cold water, be equipped with refrigeration to store food, have a device which allows heat of food and be kept clean and free from waste materials and pests.
  3. Hand wash signage shall be displayed at all wash stations.
- B. Sanitary Facilities
1. Toilet rooms shall be designed and constructed so they are accessible to employees and separate from food processing or food handling operations, sufficient in number for the maximum number of employees, easily cleanable and maintained and kept tidy.
  2. Hand wash signage shall be displayed at all wash stations.
  3. Sanitary drainage shall not be connected to any other drains within the premises and shall be directed to a sewage system.
- C. Change Rooms-Locker Rooms
1. Facilities shall be provided to enable employees to change into and out of protective clothing.
  2. Change rooms shall be provided for employees engaged in processing operations where clothing can become soiled.
  3. Employees shall store their street clothing and personal items separate from food contact zones and food and packaging storage areas.
- D. Personnel Access Doors
1. Personnel entry to processing areas shall be through the personnel access doors only.
  2. Man doors are for employees where roll-up doors are meant for forklifts.
  3. Do not prop doors open: All doors are to be kept closed.

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	PAGE 7 of 8

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	CRYSTAL CREAMERY POLICY		QC.10.431
	TITLE:	Good Manufacturing Practices – Personnel Practices, Clothing, Facilities, Visitors	DOCUMENT NUMBER

#### IX. Visitors

- A. Visitors shall sign in either at the front office or with the guard shack and obtain a visitor's badge and sign off on the GMP policy.
  - B. Visitors must be chaperoned by a company representative.
  - C. Visitors exhibiting visible signs of illness must not be allowed to enter areas in which food is handled or processed.
  - D. Visitors, including management and maintenance staff, must wear suitable clothing and footwear when entering any food processing and or handling areas.
  - E. Visitors shall remove all jewelry and other loose objects. Visitors who cannot remove a wedding band must wear a nitrile glove over it.
  - F. Visitors must wear gloves where deemed necessary such as high care areas.
- 
- G. Visitors must wear laundered or disposable smocks and hair restraints where deemed by these GMPs.
  - H. Visitors must enter and exit food handling areas through the proper entrance points.

IMS Plant #'s: 06-053, 06-153, 06-253		Organic # 17395		PAGE 8 of 8
ORIGINATION DATE: 05-17-11	LAST REVISION DATE: 12-06-22	APPROVED BY: Breanna Guzman	POSITION / TITLE: SQF Practitioner / Food Safety Coordinator	

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	<b>CRYSTAL CREAMERY POLICY</b>		QC.10.613A
	TITLE: Product Recall and Crisis Management Policy		DOCUMENT NUMBER

### **PURPOSE**

The purpose of the Product Recall and Crisis Management Policy is to ensure a process is established to address public health consideration in the event a product recall is initiated.

### **SCOPE**

This policy applies to Crystal Creamery and Crystal Creamery facilities.

### **RESPONSIBILITY**

The corporate Director of Food Safety and Quality is responsible for establishing the Product Recall and Crisis Management Policy. Department Managers/Supervisors are responsible for maintenance of the recall verification system (mock recall) and documentation.

### **OBJECTIVE**

This Policy is designed to outline protocol:

- a. In the event a product recall is initiated for an identified product and lot code
- b. The occurrence of a catastrophic event impacting the facility

### **REVIEW FREQUENCY**

This policy will be reviewed on an annual basis.

### **DESCRIPTION**

Recall Authority-

The President/CEO is the only person with the authority to initiate an FDA Class I, II, or III recall and is the company designated media representatives.

Crisis Management Responsibility-

The following outlines responsibility, functions and duties:

Media Representative:

President/CEO

Facility Control:

Crystal Creamery - Plant Manager

Processing Evaluation:

Crystal Creamery - Department Managers, Quality Assurance

Corporate Director of Food Safety and Quality

Product Integrity/Quality:

Crystal Creamery - Quality Assurance Manager,

Corporate Director of Food Safety and Quality

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		PAGE 1 of 3
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	
11-27-21	11-09-22	Sumindar Kaur	QA Manager	

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	<b>CRYSTAL CREAMERY POLICY</b>		QC.10.613A
	TITLE: Product Recall and Crisis Management Policy		DOCUMENT NUMBER

#### Product Tracking/Trace-ability-

Product tracking/Trace-ability is accomplished with the use of documented records:

- All products are coded with the date of manufacture and the plant code
- Production records document the production code for each product produced
- Production inventory records document the amount produced
- Bill of Ladings document each shipment- by item and code date

The ability to trace-forward (finished product to shipment location) and trace-back (finished product to ingredient/packaging receipt) is a requirement of product tracking/trace-ability.

#### Reconciliation-

Reconciliation requires accountability for all goods produced, remaining in inventory and shipped. Location or destination of shipped goods is required for notification purposes.

#### Mock Recall-

A mock recall will be conducted and documented at a minimum once every six months and will include:

1. Date
2. Product, item number, UPC
3. Product code and production date
4. Reason for recovery
5. Amount produced
6. Amount recovered or accounted for and rate
7. Start time, end time and total duration

The mock recall goal is to collect all of the above information in four hours or less.

#### Recall Information-

The following is required information for product tracking:

1. Food Safety concern
2. Product identification
3. Carton size
4. Product code
5. Product manufacture date or lot code information
6. Quantity produced
7. Plant number

#### **FDA RECALL INFORMATION**

When recalling a product, FDA can expect to be provided with the following information:

- Product identity
- Reason for the recall (Food Safety Recall Classification)
- Date and circumstances under which the defect was discovered
- Firm's evaluation of risk posed by product
- Amount of product produced and/or length of production run
- Estimate of amount of production in distribution
- Identity of direct accounts
- Proposed recall strategy
- Name and telephone number of contact person

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 2 of 3
11-27-21	11-09-22	Sumindar Kaur	QA Manager	

	CRYSTAL CREAMERY POLICY	QC 10 613A
	TITLE: Product Recall and Crisis Management Policy	DOCUMENT NUMBER

FDA will review this information, classify the recall, suggest changes, if appropriate to the recall strategy and will list the recall in its weekly enforcement report.

### **FDA RECALL PROTOCOL**

FDA will request a recall when it concludes that product presents a risk of illness or gross consumer deception, when the firm has not initiated a recall and a recall is necessary to protect public health.

Refusal to abide by FDA decision subjects the manufacturer/distributor to a full range of FDA enforcement remedies (injunction, seizure, criminal prosecution, publicity).

A firm may initiate for any reason, but the FDA view is that whenever a firm initiates a recall, the FDA should be promptly notified and notification sent to the FDA portal website.

### **FDA RECALL CATEGORIES**

Class I (emergency or life threatening)

There is a reasonable probability that the use of, or exposure to a violative product may cause serious adverse health consequences or death. A Class I recall is the most serious and would require notification to all holders of the product including ultimate consumers via public warning through the press and media.

Class II (priority or possibly life-threatening)

Use of, or exposure to a violative product may cause temporary or medically reversible adverse health consequence, or where the possibility of serious adverse health consequence is remote. Class II recalls includes products having been misrepresented or deliberately adulterated. Recall usually extends only to the retail level.

Class III (routine or remote hazard)

Use of, or exposure to a violative product is not likely to cause adverse health consequence. It usually covers product where there is little hazard, but violates some specific regulation and; therefore, must be removed from market channels.

### **MARKET WITHDRAWAL**

This applies to a product that is withdrawn for a quality defect that would not cause an adverse health consequence; and therefore, would not be subject to FDA jurisdiction or legal action. Market withdrawal is an internal non-regulated process.

IMS Plants #: 06-053, 06-153, 06-253		Organic # 17395		
ORIGINATION DATE:	LAST REVISION DATE:	APPROVED BY:	POSITION / TITLE:	PAGE 3 of 3
11-27-21	11-09-22	Sumindar Kaur	QA Manager	

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IMS #: 06-053, 06-153, 06-253

Crystal Creamery  
Food Safety Plan  
Fluid Milk and Milk Products

QC.06.800

Document Number



Crystal Creamery  
Food Safety Plan - HARPC  
Fluid and Fluid Milk Products -06-253

Manufacturing Location  
415 Kansas Avenue  
Modesto, CA 95351

Corporate Location  
529 Kansas Avenue  
Modesto, CA 95351

Approved by: \_\_\_\_\_

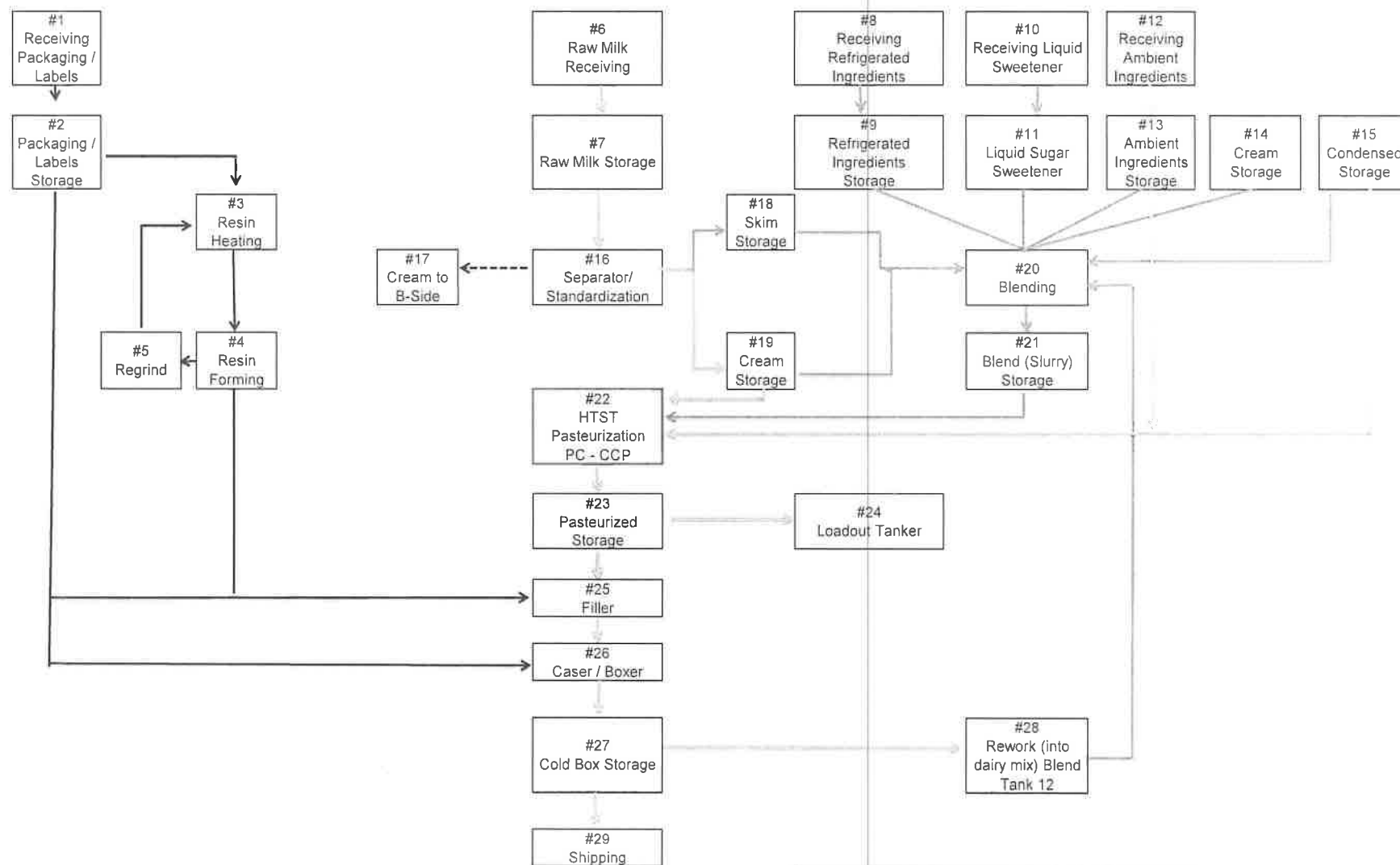
Date: 1/15/23



Crystal Creamery  
Food Safety Plan  
Fluid Milk and Milk Products

QC.06.800

Document Number



CCP - 1 HTST Pasteurization  
1. White Milk - 161°F for 15 seconds\*  
2. Flavored Milk (Chocolate), Cream Half & Half, and Dairy Mixes - 166°F for 15 seconds\*  
3. Egg Nog - 175°F for 25 seconds\*



**Crystal Creamery  
Food Safety Plan  
Fluid Milk and Milk Products**

QC.06.800

Document Number

<b>Critical Control Point - Process Preventive Control - Pasteurization</b>	
<b>Control Step</b>	22
<b>Hazard</b>	Biological- Pathogenic Microorganisms ( <i>Listeria monocytogenes</i> , <i>E. coli</i> , <i>Salmonella</i> , <i>Yersinia</i> , <i>Staphylococcus jejuni</i> , <i>Brucella</i> , and other lesser known organisms)
<b>Critical limits</b>	<p>1. White Milk - 161°F for 15 seconds*</p> <p>2. Flavored Milk (Chocolate), Cream, Half &amp; Half, and Dairy Mixes - 166°F for 15 seconds*</p> <p>3. Egg Nog - 175°F for 25 seconds*</p> <p>*Milk is typically pasteurized at 161°F for 15 seconds*. If the fat content of the milk product is ten percent (10%) or greater, or a total solids of 18% or greater, or if it contains added sweeteners, the specified temperature shall be increased by 3°C (5°F). Provided, that eggnog shall be heated to at least the following temperature and time specifications: 175°F for 25 seconds or 180°F for 15 seconds.</p> <p>*As defined by the Pasteurized Milk Ordinance</p>
<b>Records</b>	<p>Pasteurization Recording Chart</p> <p>CDFA Quarterly Pasteurization Check</p> <p>CDFA Pasteurizer Log Book</p>

<b>Monitoring</b>					
<b>What</b>	<b>How</b>	<b>Frequency</b>	<b>Who</b>	<b>Verification</b>	<b>Corrective Actions</b>
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFA licensed pasteurizer operator	Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization recording chart.	Do not continue to operate.  Notify plant management.  Place affected product on hold for evaluation and disposition by QA.
		Within 7 Working Days	Department Management	Review pasteurization charts and verify operator performed proper system checks.	
		Within 7 Working Days	PCQI	Verify during monthly audit that Plant Manager is reviewing pasteurization records correctly.	
		Quarterly	CDFA Milk Specialist	CDFA quarterly validation of pasteurization system.	Following an event, a complete CIP of the pasteurizer and all downstream equipment is required



IMS Plants: 06-053, 06-153, 06-253  
Organic # 17395

**Crystal Creamery  
Food Safety Plan  
Sour Cream**

QC.05.801  
Document Number



**Crystal Creamery  
Food Safety Plan - HARPC  
Sour Cream - 06-153**

Manufacturing Location  
415 Kansas Avenue  
Modesto, CA 95351

Corporate Location  
529 Kansas Avenue  
Modesto, CA 95351

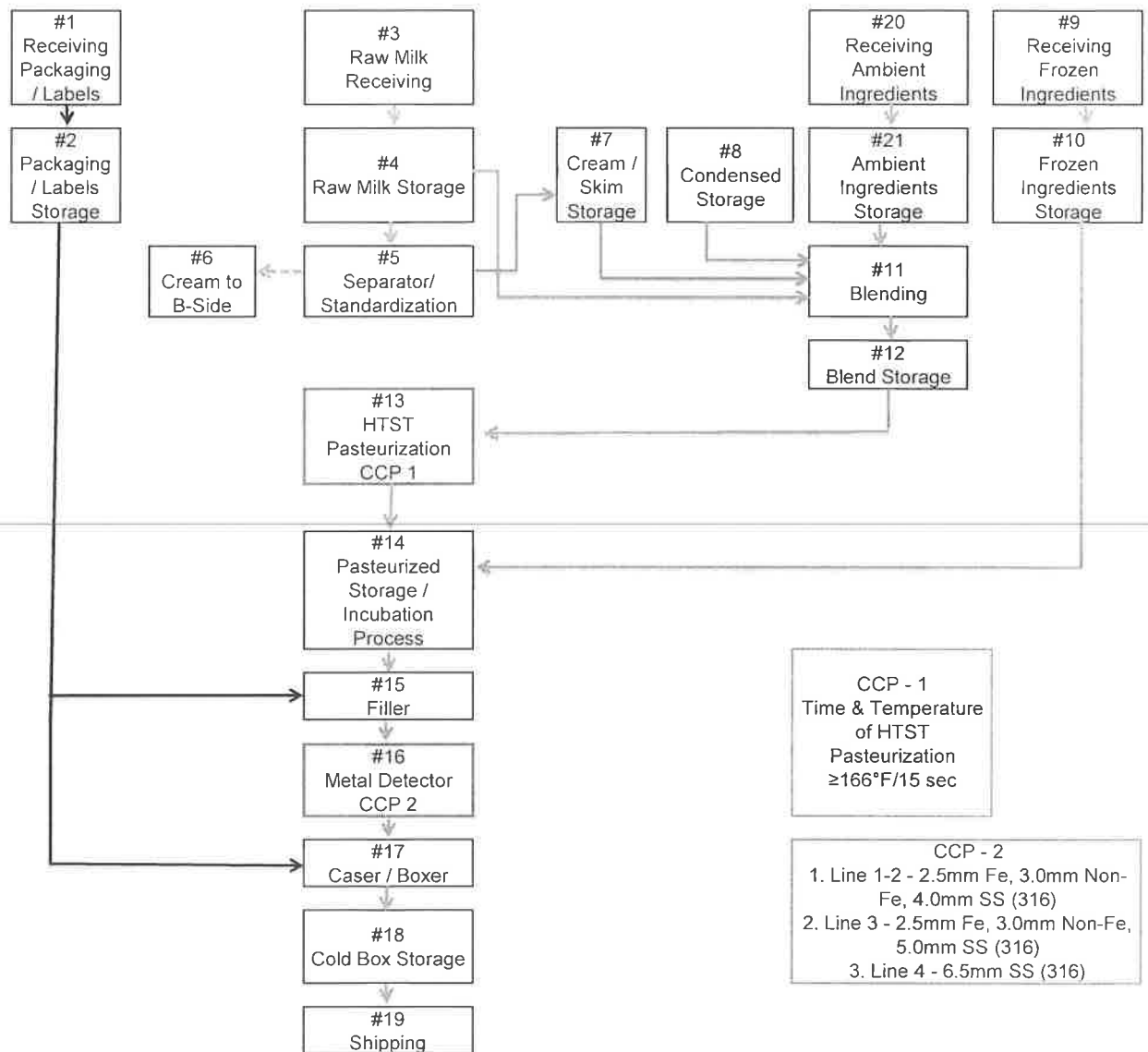
Approved By: 

Date: 1/5/23



Crystal Creamery  
Food Safety Plan  
Sour Cream

QC 05 801  
Document Number







Crystal Creamery  
Food Safety Plan  
Sour Cream

QC.05.801  
Document Number

Critical Control Point - Process Preventive Control - Pasteurization	
Control Step	13
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	<p>1. Sour Cream - 166°F for 15 seconds*</p> <p>2. Light Sour Cream - 166°F for 15 seconds*</p> <p>3. Nonfat Sour Cream - 166°F for 15 seconds*</p> <p>*Milk is typically pasteurized at 161°F for 15 seconds*. If the fat content of the milk product is ten percent (10%) or greater, or a total solids of 18% or greater, or if it contains added sweeteners, the specified temperature shall be increased by 3°C (5°F).</p> <p>*As defined by the Pasteurized Milk Ordinance</p>
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

Monitoring					
What	How	Frequency	Who	Verification	Corrective Actions
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFA licensed pasteurizer operator	Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization recording chart.	Do not continue to operate.  Notify plant management.  Place affected product on hold for evaluation and disposition by QA.
		Within 7 Working Days	Department Management	Review pasteurization charts and verify operator performed proper system checks.	Following an event, a complete CIP of the pasteurizer and all downstream equipment is required
		Within 7 Working Days	PCQI	Verify during monthly audit that Plant Manager is reviewing pasteurization records correctly.	
		Quarterly	CDFA Milk Specialist	CDFA quarterly validation of pasteurization system.	



Critical Control Point - Preventive Control - Metal Detection	
Control Steps	16
Purpose	To detect metal in the product
Critical Limits	1. Line 1-2 - 2.5mm Fe, 3.0mm Non-Fe, 4.0mm SS (316) 2. Line 3 - 2.5mm Fe, 3.0mm Non-Fe, 5.0mm SS (316) 3. Line 4 - 6.5mm SS (316)
Frequency	Start-up, Product Changeover, Shut-down, Every 2 hours.
Who	Trained Operator and QA Lab Technician
Procedure	Follow designated SSOP
Monitoring	1. Operators monitor their own line. 2. Operators & QA Lab Technicians perform metal detection check and record. 3. Continuous chart records metal detector.
Corrective Actions	Place Product on Hold. Contact QA. Run all product since the last good check through a functioning metal detector.
Verification Activities	1. Department manager verifies checks within 7 days of check completion. 2. PCQI verifies review of documents.
Records	Metal Detection Log Lab line check Metal Detection Circular Recording Chart



IMS Plants: 06-053, 06-153, 06-253  
Organic # 17395

Crystal Creamery  
Food Safety Plan  
Butter

QC.03.800  
Document Number



**Crystal Creamery  
Food Safety Plan - HARPC  
Butter - 06-053**

Manufacturing Location  
415 Kansas Avenue  
Modesto, CA 95351

Corporate Location  
529 Kansas Avenue  
Modesto, CA 95351

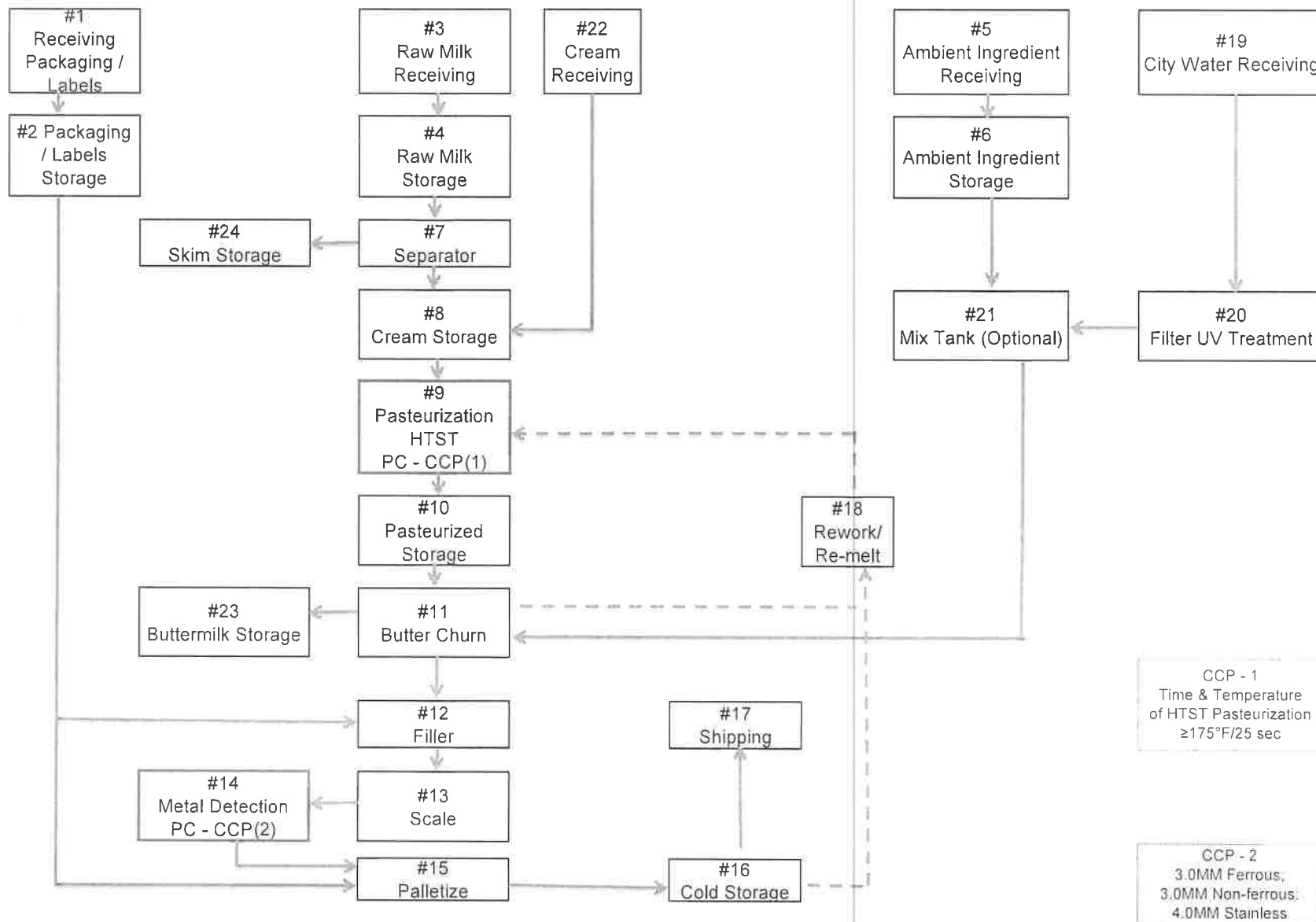
Approved By: \_\_\_\_\_

Date: 1/5/23



Crystal Creamery  
Food Safety Plan  
Butter

QC.03.800  
Document Number





Preventive Process Control - Critical Control Point											
Steps that Contain Preventive Process Control	Significant Hazard(s)	Preventive Control Process Parameters	Monitoring Procedures				Corrective Actions	Records	Verification		
			What	How	Frequency	Who			Who	What	Frequency
CCP - 2 Metal Detection	Physical, Foreign Material Metal	3.0MM Ferrous, 3.0MM Non-ferrous; 4.0MM Stainless	Proper Metal Detector Operation	Metal Detector Calibration	Start of Production; every two hours of productions, and when product change over occurs	Operators, Designated Personnel	<p>Tag all product produced since the last acceptable test. Place on hold for evaluation and disposition by QA.</p> <p>Stop production - Do not continue to operate. Notify foreman, supervisor and QA.</p> <p>Re-perform calibration and adjust machine settings as necessary to bring machine into calibration. If needed contact supervisor and/or maintenance department to assist and ensure metal detector is operating properly.</p>	OP.03.926 Metal Detector Operator Report - Butter	Operator  Department Management  PCQI	<p>Verify proper operation of metal detection by calibration</p> <p>Review metal detection log and verify lab tech performed proper system checks.</p> <p>Verify during monthly audit that manager is reviewing metal detection records correctly.</p>	<p>As checks are done</p> <p>Within 7 Working Days</p> <p>Continuous</p>
CCP - 1 Pasteurization (HTST)	Biological, Pathogenic Microorganisms such as, but not limited to: E. Coli, Salmonella, Listeria, Staph. Brucella, and Other lesser known organisms	Time & Temperature of HTST Pasteurization ≥175° F/25 sec	Temperature at the exit of the holding tube	HTST Recording Chart	Each Batch	CDFA licensed pasteurizer operator	<p>Do not continue to operate. Milk is automatically diverted when temperature is not met. Notify plant management.</p> <p>Place affected product on hold for evaluation and disposition by QA.</p> <p>Following an event, a complete CIP of the pasteurizer and all downstream equipment is required.</p>	Pasteurization Chart	CDFA licensed pasteurizer operator  Department Management  PCQI  CDFA Milk Specialist	<p>Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization recording chart</p> <p>Review pasteurization charts and verify operator performed proper system checks</p> <p>Verify during monthly audit that Plant Manager is reviewing pasteurization records correctly</p> <p>CDFA quarterly validation of pasteurization system.</p>	<p>Continuous</p> <p>Within 7 Working Days</p> <p>Continuous</p> <p>Quarterly</p>

**Itemized Bid List - Attachment 16**

Vendor Name:

Item (i.e. Milk)	Description (i.e. sliced, organic)	Quantity	Preferred Pack/ Size		Brand Offered	Pack/Size Offered	Origin	Price Per Unit	Extended Price	Notes
Milk	Chocolate 1% Low Fat	700	Half Gallon		Crystal	Half Gallon	California	3.1894	2,232.58	
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	1% Low Fat	1 179,300	Half Pint		Crystal	Half Pint	California	0.39	459,927.00	price is same, no discount
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	1% Low Fat	1 179,300	Half Pint		Crystal	Half Pint	California	0.39	459,927.00	price is same, no discount
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Fat Free	184,200	Half Pint		Crystal	Half Pint	California	0.37	68,154.00	price is same, no discount
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Fat Free	184,200	Half Pint		Crystal	Half Pint	California	0.37	68,154.00	price is same, no discount
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint		Crystal	Half Pint	California	0.38	256,500.00	price is same, no discount
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint		Crystal	Half Pint	California	0.38	256,500.00	price is same, no discount
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint		N/A					
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint		N/A					
Milk	Fat Free	As needed	5 Gallon Bulk Bag		N/A					
Milk	1%	560	5 Gallon Bulk Bag		N/A					
Soy Milk	Plain	As needed	8 oz		N/A					
Sour Cream		200	2/ 5 lbs		Crystal	2/5lbs	California	13.13	2,626.00	
Sour Cream		200	6/ 24 Ounce		N/A					
Butter	Unsalted Solid	600	1 lb		Crystal	1 lb	California	6.1136	3,668.16	
Yogurt	Low Fat Plain	150	Quart		N/A					
Yogurt	Low Fat Vanilla	150	5#		N/A					
Yogurt	Low Fat Vanilla	150	Quart		N/A					
Yogurt	Full Fat Plain	150	Quart		N/A					



# OAKLAND UNIFIED SCHOOL DISTRICT

*Community Schools, Thriving Students*

**Invitation For Bid (IFB) #22-134NS**

**MILK AND DAIRY PRODUCTS  
K-12 MEAL PROGRAM  
FOR NUTRITION SERVICES**

**\* Submit proposals and all questions/inquiries to:**

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

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

**Proposals Due:  
March 24, 2023 at 2:00 PM PST**

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

## **Table of Contents**

<b>Table of Contents</b>	<b>2</b>
<b>IFB Schedule Of Events</b>	<b>3</b>
<b>Submission Instructions</b>	<b>4</b>
<b>Notice to Bidders</b>	<b>5</b>
<b>General Information about the District</b>	<b>5</b>
<b>Bid Submission Checklist - Attachment “1”</b>	<b>7</b>
<b>Bid Instructions and General Requirements</b>	<b>8</b>
<b>Pricing</b>	<b>9</b>
<b>District Evaluation/Selection Process</b>	<b>10</b>
<b>Terms and Conditions</b>	<b>11</b>
<b>Protests</b>	<b>18</b>
<b>Delivery Requirements and Locations</b>	<b>19</b>
<b>Invitation For Bid Signature Page - Attachment “2”</b>	<b>26</b>
<b>Non Collusion Affidavit - Attachment “3”</b>	<b>27</b>
<b>Bidder’s Statement Regarding Insurance Coverage - Attachment “4”</b>	<b>28</b>
<b>Workers’ Compensation Insurance Certificate - Attachment “5”</b>	<b>29</b>
<b>Drug-Free Workplace Certification - Attachment “6”</b>	<b>30</b>
<b>Equal Opportunity Employment - Attachment “7”</b>	<b>31</b>
<b>Fingerprinting/Criminal Background Investigation Certification - Attachment “8”</b>	<b>32</b>
<b>Certificate Of Independent Price Determination - Attachment “9”</b>	<b>37</b>
<b>Suspension And Debarment Certification - Attachment “10”</b>	<b>38</b>
<b>Certification Regarding Lobbying - Attachment “11”</b>	<b>40</b>
<b>Disclosure Of Lobbying Activities- Attachment “12”</b>	<b>41</b>
<b>Iran Contracting Act Of 2010 Compliance Affidavit - Attachment “13”</b>	<b>43</b>
<b>Good Food Purchasing Resolution - Attachment “14”</b>	<b>45</b>
<b>Good Food Purchasing Bidding Vendor Pledge - Attachment “15”</b>	<b>47</b>
<b>Itemized Bid List - Attachment “16”</b>	<b>48</b>



### **IFB Schedule Of Events**

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

<b>DATE</b>	<b>ACTION</b>
IFB Posting/First Advertisement:	February 24, 2023
Pre-Bid Conference:	March 10, 2023 @ 10:30 a.m. pst (Zoom link on <a href="#">Procurement Website</a> )
Deadline for Questions:	March 17, 2023 @ 2:00 p.m. pst
<b>Proposal/Bid Submitted to District:</b>	<b>March 24, 2023 @ 2:00 p.m. pst</b>
Bid Opening:	March 27, 2023 @ 2:00 p.m. pst (Zoom link on <a href="#">Procurement Website</a> )
Final Bid Award Notice:	March 30, 2023
Contract Start Date:	July 1, 2023

\*\*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](http://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:

***Rosaura M. Altamirano***  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto:rosaura.altamirano@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.

## **Submission Instructions**

Sealed Bids must be received prior to **March 24, 2023 at 2:00 PM PST**

### **Provider to submit:**

(1) Hardcopy Bid & (1) USB - Electronic IFB version

Bid package shall be clearly marked: **“Response to IFB No. 22-134NS”**

Bid package shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**MILK AND DAIRY PRODUCTS K12 MEAL PROGRAM**  
**Attention: PROCUREMENT DEPARTMENT**  
**900 High Street**  
**OAKLAND, CA 94601**

Sealed Bid packages shall be delivered to the **Procurement Department** no later than **March 24, 2023 at 2:00 PM. PST**

Bids submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the bid either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the bid directly to the **Procurement Department, 900 High Street 2<sup>nd</sup> Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm.** All bids delivered after 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 that are deemed non-responsive. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view online at <https://www.ousd.org/Page/22408>. Bids and any other information submitted by respondents in response to this IFB shall become the property of the District. Notwithstanding any indication by Bidders of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Bidders for any expenses incurred for bid preparation or for any demonstration that may be made. Bidders 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.**

## **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 a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has 76 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 16].

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](https://www.youtube.com/watch?v=MxBBhUUi0zs) (Link: <https://www.youtube.com/watch?v=MxBBhUUi0zs>).

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

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

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

The District is seeking to:

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

**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)
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- ☐ Iran Contracting Act of 2010 Compliance Affidavit (Att. 13)
- ☐ Good Food Purchasing Resolution (Att. 14)
- ☐ Good Food Purchasing Bidding Vendor Pledge (Att. 15)
- ☐ Itemized Bid List (Att. 16)
- ☐ Statement of Pricing (Include in your Item list)
- ☐ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☐ Addenda

## **Bid Instructions and General Requirements**

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

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

**Bidder Questions Regarding this Invitation for Bid** – Any questions regarding this Invitation for Bids shall be emailed to the Oakland Unified Procurement Department at [procurement@ousd.org](mailto:procurement@ousd.org) prior to the March 17, 2023 at 2:00 pm pst deadline.

**Deadline for Receipt of Bids** – Bids shall be delivered to the District, on or before the day and hour set for the opening of the Bids. Bids shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland , California, 94601. Any Bid received after the scheduled closing time stated in the Submission Instructions in this IFB 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** – All numbers on the bid should be stated in figures, and signatures of all individuals must be in long-hand. Unsigned Bids will not be accepted. FAX copies of Bids will not be accepted for formal advertised IFBs.

**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 mail or by common carriers or by transmission errors or delays or mistaken delivery.

**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.

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**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. 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 to be provided. The Bid will be awarded to the responsive and responsible bidder with the lowest prices overall. Bidders submitting a IFB shall specify brand, product size, case count, origin and price pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

**Pricing Terms** – Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period July 1, 2023 through June 30, 2024. 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. The "Notes" section should be used to indicate if the item bid is a special order, requires a minimum purchase, or is an alternative to what was listed. Proposals must include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Bidder is responsible for converting any differences in pack size to the same total volume as requested.

**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.

### **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 online at <https://www.ousd.org/Page/22408>. 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 telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of 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.

**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 or U.S. mail. 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 Proposal 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 Proposal 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.

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

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

**Packing, Crating, Cartage** – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Bidder submitting a bid shall specify biodegradable milk containers, 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.

**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 Proposal. 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 Proposal** – 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 written request received by the District’s Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

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

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

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least “A,11” status as rated in the most recent edition of Best’s Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the

vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."

3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.
6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1,000,000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising

from the parties' actual or alleged performance or non- performance of their respective rights, privileges, or obligations existing under this agreement.

9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

### **Protests**

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

**Rosaura M. Altamirano**  
*Senior Manager, Supply Chain & Logistics*  
[rosaura.altamirano@ousd.org](mailto: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.



## **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 76 sites. The sites require 3 days per week deliveries due to storage limitations or volume purchases.
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’s 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 and the temperature of the products must be 37° – 45° 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.

OUSD Delivery Location				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Mon-Fri TBD	2
ACORN/ Encompass + CDC	1025 81st Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Allendale + SPK	3670 Penniman Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Arroyo Viejo CDC	1895 78th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bella Vista	1025 East 28th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bella Vista CDC	2410 10th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Bridges + SPK	1325 53rd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Brookfield	401 Jones Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Burbank State Prek	3550 64th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Burckhalter +SPKSped	3994 Burckhalter Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

Carl Munck + Hintil CDC	11900 Campus Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
CCPA	1390 66th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Centro Infantil CDC	2660 E 16th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Claremont	5750 College Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Cleveland	745 Cleveland Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Crocker	525 Midcrest Road	7:00 am - 12:00 pm	Mon-Fri TBD	2
Dewey	1111 2nd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Edna Brewer	3748 13th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Elmhurst	1800 98th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Emerson + CDC	4803 Lawton Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Esperanza/Kor ematsu	10315 E Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Franklin	915 Foothill Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Fremont	4610 Foothill Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Frick	2845 64th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

Fruitvale + SPK	3200 Boston Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Glenview	915 54th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Global Family	2035 40th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Grass Valley	4720 Dunkirk Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Greenleaf	6328 East 17th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Harriet Tubman CDC	800 33rd Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Highland CDC	8521 A Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Hoover	890 Brockhurst Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Horace Mann	5222 Ygnacio Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
ICS	2825 International Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Jefferson CDC	1975 40th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Joaquin Miller	5525 Ascot Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
La Escuelita/Met West	1050 Second Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Laurel	3750 Brown	7:00 am -	Mon-Fri TBD	2

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	Avenue	12:00 pm		
Life/UFS	2101 35th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lincoln	225 11th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lockwood CDC	1125 69th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Lockwood Steam + SPK	6701 International Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Madison Primary	470 El Paseo Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Madison Upper	400 Capistrano Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2
Manzanita CDC	2409 East 27th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Manzanita/See d	2409 East 27th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Markham	7220 Krause Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
McClymonds	2607 Myrtle Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
MLA (Maxwell Campus)	4730 Fleming Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
MLK + SPK	960 Tenth Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Montclair	1757 Mountain Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Montera	5555 Ascot Drive	7:00 am - 12:00 pm	Mon-Fri TBD	2

New Highland/RISE	8521 A Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
OAK + Howard Preschool	8755 Fontaine St, Oakland, CA 94605	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland Int'l	4521 Webster Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Oakland Tech	4351 Broadway	7:00 am - 12:00 pm	Mon-Fri TBD	2
Peralta	460 63rd Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Piedmont	4314 Piedmont Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Prescott + CDC	920 Campbell Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
East Oakland PRIDE	8000 Birch Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Reach + SPK	9845 Bancroft Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Redwood Hts	4401 39th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Roosevelt	1926 19th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
Sankofa + CDC	581 61st Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Sequoia	3730 Lincoln Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2

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Skyline	12250 Skyline Boulevard	7:00 am - 12:00 pm	Mon-Fri TBD	2
Stonehurst CDC	901 105th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
United Nation CDC	1025 4th Avenue	7:00 am - 12:00 pm	Mon-Fri TBD	2
UPA	3031 East 18th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Westlake/Met West (Huggins)	2629 Harrison Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
WOMS + Bunch	991 14th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2
Yuk Yau CDC	291 10th Street	7:00 am - 12:00 pm	Mon-Fri TBD	2

**Invitation For Bid Signature Page - Attachment "2"**  
**TO BE SUBMITTED WITH BID**

<b>By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.</b>	
<b>Company Name</b>	
<b>Signature of Company Official</b>	
<b>Name of Signer</b>	
<b>Title of Signer</b>	
<b>Email Address</b>	
<b>Complete Mailing Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Date</b>	
<b>Minimum Dollar Amount for Delivery</b>	<b>\$</b>
<input type="checkbox"/>	<b>Check if no minimum dollar amount for delivery is required.</b>
<b>Minimum Case Amount for Delivery</b>	
<input type="checkbox"/>	<b>Check if no minimum case amount for delivery is required.</b>



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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signed at (Place)

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**Bidder's Statement Regarding Insurance Coverage - Attachment "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)

{M0195388}

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

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

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

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

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

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

5. If you are an individual operating as a sole proprietor of a business

entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ *[insert "owner" or officer title]* of \_\_\_\_\_  
*[insert name of business entity]* , have read the foregoing and agree that \_\_\_\_\_  
\_\_\_\_\_ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## **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.

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## 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; and
  - c. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.
2. Each person signing this offer on behalf of the offeror certifies that:
  - a. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b. He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

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

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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 Proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

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

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

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

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

\_\_\_\_\_  
Name of School Food Authority

\_\_\_\_\_  
Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **Certification Regarding Lobbying - Attachment "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 Proposal, contract renewal or extension when the contract exceeds \$100,000.**

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor:			
Printed Name and Title:		Signature :	Date:

## **Disclosure Of Lobbying Activities- Attachment "12"**

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

<p><b>1. Type of Federal Action:</b></p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>		<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>		<p><b>3. Report Type:</b></p> <p>a. initial filing</p> <p>b. material change</p> <p><b>For material change only:</b>  Year ____ quarter ____</p> <p>Date of last report _____</p>	
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>____ Prime ____ Subawardee  Tier____, if Known:</p> <p><b>Congressional District, if known:</b></p>			<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:</p> <p><b>Congressional District, if known:</b></p>		
<p><b>6. Federal Department/Agency:</b></p>			<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:  _____</p>		
<p><b>8. Federal Action Number, if known:</b></p>			<p><b>9. Award Amount, if known:</b>  \$ _____</p>		
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>			<p><b>10. b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>		
<p><b>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.</b></p>			<p><b>Signature:</b></p> <p><b>Print Name:</b></p> <p><b>Title:</b></p> <p><b>Telephone No.:</b></p> <p><b>Date:</b></p>		
<p><b>Federal Use Only</b></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/proposal 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).

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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 proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

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

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

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

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

#### **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the Bidder or financial institution identified below, and that the Bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current 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 proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

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

## **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;

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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 proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

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

Date:\_\_\_\_\_

Name of bidding company:\_\_\_\_\_

Name and title of representative signing:\_\_\_\_\_

Signature:\_\_\_\_\_

**Itemized Bid List - Attachment 16**

**Vendor Name:**

Item (i.e. Milk)	Description (i.e. sliced, organic)	Quantity	Preferred Pack/ Size		Brand Offered	Pack/Size Offered	Origin	Price Per Unit	Extended Price	Notes
Milk	Chocolate 1% Low Fat	700	Half Gallon							
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	1% Low Fat	1,179,300	Half Pint							
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	1% Low Fat	1,179,300	Half Pint							
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Fat Free	184,200	Half Pint							
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Fat Free	184,200	Half Pint							
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint							
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Chocolate non-fat	675,000	Half Pint							
Milk (Gross Unit Price BEFORE USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint							
Milk (Net Unit Price AFTER USDA Surplus Powder Discount)	Strawberry non-fat	20,000	Half Pint							
Milk	Fat Free	As needed	5 Gallon Bulk Bag							
Milk	1%	560	5 Gallon Bulk Bag							
Soy Milk	Plain	As needed	8 oz							
Sour Cream		200	2/ 5 lbs							
Sour Cream		200	6/ 24 Ounce							
Butter	Unsalted Solid	600	1 lb							
Yogurt	Low Fat Plain	150	Quart							
Yogurt	Low Fat Vanilla	150	5#							
Yogurt	Low Fat Vanilla	150	Quart							
Yogurt	Full Fat Plain	150	Quart							