



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

RFP/Bid # 20-02

**Nutrition Services
Fresh Produce**

**Oakland Unified School District
Nutrition Services
Irene Reynolds, Executive Director
900 High Street
Oakland, California 94601
(510) 434-3334**

**Oakland Unified School District, Request for Proposal/Bid No. 20-02
Fresh Produce**

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NOTICE TO BIDDERS

REQUEST FOR PROPOSAL/BID # 20-02

The Oakland Unified School District is requesting bids from providers of produce products to provide service for the District’s meal service program.

Submission Deadline:

Bids must be received prior to **10:00 A.M., on June 12, 2020.** Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, and returned to:

Oakland Unified School District
 Nutrition Services
 900 High Street
 Oakland, CA 94601
 Attention: Irene Reynolds, Executive Director

Bids received later than the designated time and specified date will be returned to the proposer unopened.

Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Nutrition Services Department, 900 High Street, Oakland, CA 94601** or if preferred can be emailed by request. Refer any questions to: **Irene Reynolds, Executive Director, e-mail: irene.reynolds@ousd.org.**

Published: May 29, 2020
 June 5, 2020

RFP/Bid Introduction: This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the Oakland Unified School District’s Nutrition Services Department, hereinafter referred to as the School Food Authority (SFA or District), to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the SFA. A vendor who submits a proposal in response to this solicitation will be hereinafter referred to as “Proposer”.

Schedule of events:

- May 29, 2020 - RFP Released
- June 5, 2020 - Deadline to Receive Questions
- June 12, 2020 - Proposals Due, 10:00 a.m. deadline
- July 1, 2020 - Contract Start Date

Submission of Proposals: Proposers may mail sealed proposals, to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO BIDDERS page. It is the Proposer’s responsibility to assure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Irene Reynolds, irene.reynolds@ousd.org. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to, and no proposals will be accepted after, the RFP/Bid submission deadline. Time is Pacific Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline.

The SFA will not be responsible for the opening of, post-opening of, or failure to open a proposal not properly addressed or identified.

The SFA will not assume responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time.

Proposal Withdrawal: Proposals may be withdrawn by the Proposer prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful Proposer shall not be relieved of the submitted proposal without the consent of the SFA or recourse through Public Contract Code Section 5100 et. seq.

Correction of Mistakes: Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall initial each correction. Failure to comply with the requirements may cause your proposal to be disqualified. No proposals shall be altered or amended after the specified time for opening.

Signatures: All proposals must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be original.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing and submitting the Bid. Materials submitted as part of the proposal will become the property of the SFA unless otherwise noted.

Reservation of Rights: The SFA expressly reserves the following rights:

1. To reject any and all proposals;
2. To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents;
3. To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
4. To re-award the solicitation to another Proposer in the event the Proposer whose Bid is selected defaults in executing the formal agreement; and
5. In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Non-Collusion: By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

Prices: Proposers are encouraged to submit the most competitive pricing possible because the SFA will be soliciting multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. Prices should be stated and shown as instructed on the Proposer Pricing Sheet for each item, in the amount of quantity specified. Taxes shall not be included. If during the contract period there should be a decrease in the prices of the items included in the Bid, a corresponding decrease in prices on the balance of deliveries shall be made to the District for as long as the lower prices are in effect. At no time shall the prices charged the District exceed the prices in the Bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Alameda County for products listed herein.

Estimated Usage: Usage given is estimated based on District use or projected use over approximately six (6) months. These quantities are not guaranteed by the District but are included for information and planning purposes only. The District reserves the right to purchase more or less of the units specified. The SFA will not guarantee minimum compensation to be paid to Selected Proposer.

Product Specifications: Manufacturer/brand name and numbers that reflect the level of quality expected may be referenced. The Proposer may submit quotations on that or a proposed equal product provided they are equivalent and substantiated to be so by submitted specifications. The SFA may require samples to determine product acceptance. The SFA reserves the right to make sole judgment as to acceptability of proposed equal products to referenced products without qualification or explanation.

Samples: If requested, Provider shall furnish samples free of cost to the District. They are to be sent within seven (7) days of such a request to Oakland Unified School District, Nutrition Services, 900 High Street, Oakland, CA 94601. The District reserves the right to reject the Bid of any Proposer failing to submit samples as requested. Samples must be plainly marked with name of responder and RFP/Bid#. The District shall be the sole judge of whether a product meets or exceeds product specifications.

Delivery/Freight On Board (FOB) Destination Pricing: Time and manner of delivery are essential factors in proper performance under the contract. **Proposer must quote prices FOB Destination to the delivery location(s) designated by the District for all transactions under the contract. The District will not pay shipping and handling charges, nor shall the District pay for any fuel surcharges.** 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 RFP/Bid document, the vendor shall be responsible for all associated costs. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by an invoice.

Experience and Service: Proposers are advised they must demonstrate the ability to provide the necessary products and services required under the contract. Proposers are required to submit three references listing currently serviced school districts. The list shall include district name, food service director's name and phone number. Proposers may be required to verify that they have been in the business called for in this Request for Proposal/Bid for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing agreement or contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score based on the criteria set forth in this solicitation. Winning Proposer will be herein referred to as the "Selected Vendor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

RFP/Bid Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the District's Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Debarment and Suspension: To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, and declared non responsive.

Risk of Loss: The Selected Vendor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Vendor or held by the Selected Vendor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods or part thereof rejected by the SFA, from the time of shipment thereof to Selected Vendor until redelivery thereof to the SFA.

Insurance: The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outline the minimum insurance requirements and other required documentation:

- a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- b. Workers' Compensation Insurance in such amounts as required by law
- c. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming Oakland Unified School District as additionally insured by separate endorsement.

Hazardous Material: The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to persons or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

"Buy American" Provision: Pursuant to California Public Contract Code Section 3410 and Title 7, Code of Federal Regulations 210.21(d), a preference to U.S. grown processed foods, produce, etc. will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

Force Majeure Clause: The parties to the order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

Hold Harmless Clause: The awarded vendor shall hold harmless and indemnify the SFA/School District, its officers, and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by a person, firm or corporation employed

directly or indirectly by him, in connection with his performance under the order.

- b. Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing of the use of any copyrighted or uncopied composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

Food Recall: Food/beverage suppliers shall be expected to comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

Food Safety: Food/beverage vendors shall be expected to comply with all federal, state, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided. Vendor will define their food safety policy and procedures on a separate document to be submitted along with the Proposal.

Equal Opportunity Employer / Federal Non-Discrimination Statement: 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, disability, age, 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, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

Proposer Agreement: Oakland Unified School District will sign the proposal of the selected vendor which will serve as the awarded contract. The contract will include all terms and conditions as described in this RFP/Bid, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SFA and Selected Vendor.

Contract Maintenance: The SFA will monitor the awarded contract for vendor compliance of the contract and communicate with the Selected Vendor if/when necessary to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, or other selected issues.

Contract Modification: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Vendor, 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 the SFA.

Contract Term: The initial awarded contract period shall be July 1, 2020 to June 30, 2021. This awarded contract may be renewed under the same prices, terms, and conditions for up to two (2) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year 1: July 1, 2020 to June 30, 2021
Option Year 2: July 1, 2021 to June 30, 2022
Option Year 3: July 1, 2022 to June 30, 2023

Vendor Performance and Evaluation: The SFA will evaluate the Selected Vendor's performance status and product quality. The awarded contract will not automatically renew but will be based upon the SFA evaluating and analyzing Selected Vendor performance.

Mutual Agreement Termination: With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

Termination for Convenience or Non-Performance: The SFA may terminate the awarded contract prior to the expiration of the term for vendor without cause and without penalty, upon thirty (30) days' written notice to the Selected Vendor. The SFA 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 the event of such a termination, the SFA may award the contract to the next-lowest bidder provided that such an award complies with Public Contract Code § 5106.

Invoices and Payments: Invoices are to be provided upon delivery of materials or services performed. Quantities, item descriptions, unit prices, date and delivery site name must be on all invoices. Payment terms shall be net sixty (60) days. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

The 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 this RFP/Bid

Discount for Prompt Payment: Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form a part of the awarded contract and will be taken if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, Proposer may include prompt payment discounts on individual invoices, if awarded the contract.

Product Substitution/Manufacturer's Brand Change/Product Reformulation: The Selected Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by the District. If during the course of the contract there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The 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 the District for approval prior to further shipment. The District shall be the sole judge of whether the product(s) are acceptable.

Quantity and Quality of Materials and Services: The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies or services furnished under the contract shall be in accordance with the District specifications, the District sample, or the sample furnished by the Proposer 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 the 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.

Outside of the Nutrition Services Department: The Selected Vendor is prohibited from selling or providing items to District schools or District employees outside of this contract without the written consent of the Nutrition Services Department. The Nutrition Services Department will evaluate requests based upon nutritional content to ensure compliance with United States Department of Agriculture (USDA) and California Department of Education (CDE) guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFAs' 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 SFA, State, and Federal representatives and auditors in accordance with Federal regulations. Selected Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

Award Criteria:

The District intends to award to the responsible Proposer whose proposal is most advantageous to the District's program(s) with price and other factors considered.

Criteria	Points
Pricing	25
Customer Service, Satisfaction and Previous Performance	20
Delivery System	20
Food Safety	15
Ordering System and Reports	10
Local Sourcing	10
Total Points	100

Proposers will be considered responsible if they score 80 or more total points. The award will go to the responsible Proposer with the highest criteria score.

RFP/BID RESPONSE PACKET REQUIREMENTS

Bid Requirements: The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer's responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

1) Proposer will need to complete, sign, and return all attachments:

- ATTACHMENT A: PROPOSER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NON COLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT H: REFERENCES FORM
- ATTACHMENT I: FOOD SAFETY PROCEDURES
- ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS
- ATTACHMENT K: PROPOSER PRICING SHEET

2) Proposals must be delivered no later than **Friday, June 12, 2020, 10:00 a.m.**

- Proposals must be delivered in a **sealed envelope** and identified with the **RFP/Bid #20-02**. Emailed or faxed RFP's will not be accepted.

Deliver proposals to the following location:

Oakland Unified School District
Nutrition Services Department
Attention: Irene Reynolds, Executive Director
900 High Street
Oakland, CA 94601

ATTACHMENT A: PROPOSER CHECKLIST
Oakland Unified School District
Request for Proposal No. 20-02

This checklist is provided as a convenience to assist proposers in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the proposer of responsibility of compliance with any requirements which may not be mentioned specifically in this checklist. **Original documents with original signatures are required.** Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document
<input type="checkbox"/>		Attachment A: Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initials
<input type="checkbox"/>		Attachment B: Vendor Contact Information Return completed hard copy
<input type="checkbox"/>		Attachment C: Non Collusion Affidavit Return completed hard copy with original signature
<input type="checkbox"/>		Attachment D: Suspension and Debarment Certification Return completed hard copy with original signature
<input type="checkbox"/>		Attachment E: Certification Regarding Lobbying Return completed hard copy with original signature
<input type="checkbox"/>		Attachment F: Disclosure of Lobbying Activities Return completed hard copy with original signature
<input type="checkbox"/>		Attachment G: Buy American Certification Form Return completed hard copy with original signature
<input type="checkbox"/>		Attachment H: References Form Return completed hardcopy
<input type="checkbox"/>		Attachment I: Food Safety Plan/Procedures Return completed hard copy
<input type="checkbox"/>		Attachment J: Product Specifications and Conditions Return completed hard copy with original signature
<input type="checkbox"/>		Attachment K: Proposer Pricing Sheet Return completed hard copy with original signature

ATTACHMENT B: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: _____
DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF BUSINESS

STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

PAY OR REMIT ADDRESS

LEGAL NAME OF BUSINESS: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____
BUSINESS FEDERAL IDENTIFICATION NUMBER: _____
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: _____

TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

CUSTOMER SERVICE REPRESENTATIVE: _____

TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____

TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS: _____

TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

ATTACHMENT C: NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

(Public Contract Code Section 7106)

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says

(name)

that he or she is _____ of

(position title)

(the proposer)

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

DATED: _____

By _____

(Person signing for proposer)

ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

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.

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 612500

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 TO THE CDE. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

INSTRUCTIONS FOR CERTIFICATION (INSTRUCTIONS FOR ATTACHMENT D)

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 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.

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Oakland Unified School District		612500
Address of School Food Authority:		
900 High Street, Oakland, CA 94601		
Printed Name and Title of Submitting Official:	Signature:	Date:
Irene Reynolds, Executive Director		

OR

Name of Food Service Management or Food Service Consulting Company:		
N/A		
Printed Name and Title:	Signature:	Date:
N/A		

ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See public burden disclosure)

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

ATTACHMENT H: REFERENCES FORM

References

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the vendor and/or vendor's performance of work.

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

ATTACHMENT J: PRODUCT SPECIFICATIONS AND CONDITIONS

Product Specifications and Conditions: All produce shall be delivered as fresh as possible. All suppliers shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county and city laws and ordinances for their production handling, processing, marking and labeling. All prepared produce products must be prepared without the use of sulfating agents. In accordance with "Buy America" and "Buy California", every effort will be made to provide first Locally grown (within 250 miles), then California grown, then American grown produce. If Local, California or American grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable. Preference will be given to vendors subscribing to the Produce Marketing Association Code of Ethics. Produce certified free from pesticide residues is preferred when available and competitively priced.

Packaging: Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the District for product or delivery. All packaging materials shall be FDA approved and meet all pertinent state and federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor. **Whole, ready to eat fruits shall be delivered without stickers on individual pieces of fruit.**

Pricing: Pre-cut value added produce and whole fresh fruits account for the majority of Nutrition Services produce purchases; because of market fluctuations and budget uncertainties, the selected vendor must give fixed year round firm pricing of these products: Broccoli Florets, Celery Sticks, Baby Carrots, Chopped Romaine, Sliced Apples. All other fresh produce price quotations will be based on a cost plus formula. The cost plus formula will consist of actual costs plus a percentage figure mark up, which represents the percentage that will be charged above the actual costs. Contract prices awarded as a result of this price request shall remain firm for the contract period. **Any changes (up or down) in price must be announced to school district officials 30 days preceding the effective price change.** This District reserves the right to request verification of any change in prices, the price per unit percentage markup must remain firm for the full contract period. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Ordering: The District prefers to place orders online and receive an email confirmation, however, in the event that a school site needs to place orders manually with the delivery driver or over the telephone, a written copy of the order must be left with the person in charge at the site or a follow up email confirmation must be received. The District reserves the right to add, remove or delete product based on school needs. Only vendors with no minimum order requirements will be considered for award.

Substitutions: Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

Delivery: The District reserves the right 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 approximately 70 sites. Sites require between 1-3 day(s) per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon. 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. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District. Delivery vehicles are to be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the vendor.

1. See the "Table A – Oakland Unified School District School and Delivery List".
2. No minimum delivery requirements.
3. Products must be delivered in packaging that is clean as well as in clean vehicles.
4. Produce must be delivered as fresh as possible.
5. Whole, ready to eat fruits shall be delivered without stickers on the individual pieces of fruit.
6. All deliveries are to be placed into the designated storage/cooler area(s), which may be more than one, at each site by the delivery driver.
7. Delivery shall not be made so close to service time as to create concern by the school site. Delivery schedule is to be pre-scheduled to coincide with school and existing route flow for responder's best reduction of expenses, mileage, and time.
8. All deliveries must be accompanied by a computerized invoice. Invoice is to include, for each item: item identification, unit price, price extension and total price of delivery. Sufficient time must be allowed at time of delivery for adequate inspection of product, not only for quantity, but also quality of product. Invoice will be signed only after inspection of product. The District reserves the right to reject products delivered in error, not delivered according to specifications, of sub-standard quality or unusable due to code date.

Table A – Oakland Unified School District School and Delivery List

School Name	School Type	Address
BELLA VISTA ELEMENTARY SCHOOL	Elementary School	1025 East 28th Street, 94606
EAST OAKLAND PRIDE ELEMENTARY SCHOOL	Elementary School	8000 Birch Street, 94621
FRANKLIN ELEMENTARY SCHOOL	Elementary School	915 Foothill Boulevard, 94606
GARFIELD ELEMENTARY SCHOOL	Elementary School	1640 22nd Avenue, 94606
INTERNATIONAL COMMUNITY / THINK COLLEGE NOW	Elementary School	2825 International Blvd, 94601
LA ESCUELITA ELEMENTARY SCHOOL / METWEST	Elementary School	1050 Second Avenue, 94606
LAUREL ELEMENTARY SCHOOL	Elementary School	3750 Brown Avenue, 94619
LINCOLN ELEMENTARY SCHOOL	Elementary School	225 11th Street, 94607
MADISON PARK ACADEMY PRIMARY	Elementary School	470 El Paseo Drive, 94603
MANZANITA COMMUNITY SCHOOL / MANZANITA SEED	Elementary School	2409 East 27th Street, 94601
MONTCLAIR ELEMENTARY	Elementary School	1757 Mountain Boulevard, 94611
NEW HIGHLAND ACADEMY / RISE COMMUNITY SCHOOL	Elementary School	8521 A Street, 94621

PRESCOTT ELEMENTARY SCHOOL	Elementary School	920 Campbell Street, 94607
BRET HARTE MIDDLE SCHOOL	Secondary	3700 Coolidge Avenue, 94602
CASTLEMONT HIGH SCHOOL / RUDSDALE NEWCOMER	Secondary	8601 MacArthur Boulevard, 94605
CLAREMONT MIDDLE SCHOOL	Secondary	5750 College Avenue, 94618
COLISEUM COLLEGE PREP ACADEMY	Secondary	1390 66th Avenue, 94621
EDNA BREWER MIDDLE SCHOOL	Secondary	3748 13th Avenue, 94610
ELMHURST UNITED	Secondary	1800 98th Avenue, 94603
FREMONT HIGH SCHOOL	Secondary	4610 Foothill Boulevard, 94601
FRICK IMPACT ACADEMY	Secondary	2845 64th Avenue, 94605
MADISON PARK ACADEMY SECONDARY	Secondary	400 Capistrano Drive, 94603
MCCLYMONDS HIGH SCHOOL	Secondary	2608 Myrtle Street, 94607
MONTERA MIDDLE SCHOOL	Secondary	5555 Ascot Drive, 94611
OAKLAND HIGH SCHOOL	Secondary	1023 MacArthur Boulevard, 94610
OAKLAND INTERNATIONAL HIGH	Secondary	4521 Webster Street, 94609
OAKLAND TECHNICAL HIGH SCHOOL	Secondary	4351 Broadway, 94611
ROOSEVELT MIDDLE SCHOOL	Secondary	1926 19th Avenue, 94606
SKYLINE HIGH SCHOOL	Secondary	12250 Skyline Boulevard, 94619
UNITED FOR SUCCESS / LIFE ACADEMY	Secondary	2101 35th Avenue, 94601
WEST OAKLAND MIDDLE SCHOOL	Secondary	991 14th Street, 94607
WESTLAKE MIDDLE SCHOOL	Secondary	2629 Harrison Street, 94612
CENTRAL WAREHOUSE	Warehouse	900 High Street, 94601
CENTRAL MANUFACTURING KITCHEN	Central Kitchen	2850 West Street, 94608

ATTACHMENT K: PROPOSER PRICING SHEET

The District intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated by Oakland Unified School District for all transactions.

All items proposed shall comply with the U.S. Pure Food and Drug Act, California Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	12 Months Estimated Usage	Unit Price	Extended Delivery Price	Pack Size
Apple Slices	100/2oz/case	3000			
Apple Fuji No individual stickers	138ct/case ½ C	3000			
Apple Gala No individual stickers	138ct/case ½ C	3000			
Apple Granny Smith No individual stickers	138ct/case ½ C	3000			
Apple Golden Delicious No individual stickers	138ct/case ½ C	3000			
Apple Gala No individual stickers	198ct/case ¼ C	1000			
Apple Red Delicious No individual stickers	198ct/case ¼ C	1000			
Banana Petite	150ct/case ½ C	1500			
Broccoli, florets	4/3#/case	250			

Broccoli, florets	50/1.1oz/case ½ C	1000			
Broccoli, slaw	4/3#/case	250			
Carrot, baby	100/2.6oz/case	5000			
Carrot, baby	5#	250			
Carrot, chile lime	75/2.5oz/case	1500			
Carrot, ranch	75/2.5oz/case	1500			
Carrot, shredded	5#	250			
Cauliflower, florets	4/3#/case	250			
Celery, stick	5#	1000			
Celery, stick	50/2.3oz/case ½ C	1000			
Cilantro	6ct	150			
Coleslaw	4/5#/case	250			
Cucumber, whole	6ct	200			
Cucumber, whole	36ct	1000			
Cucumber, coins	100/3oz/case	1000			

Cucumber, coins	5#	500			
Garlic, peeled	1#	50			
Garlic, peeled	5#	150			
Ginger	3#	50			
Grapes, seedless	100ct/case ½ C	1000			
Jicama, stick	5#	1000			
Kiwi	20# 108ct/cs	1000			
Lettuce, Romaine, chopped	6/2#/case	2500			
Lettuce, Romaine & Iceberg Blend	5#	2500			
Lettuce, shredded	5#	1000			
Mushrooms, medium	flat	100			
Nectarines No individual stickers	120ct/case ½ C	2500			
Onion, green	6ct	250			
Onion, green	48ct	50			
Onion, red	5#	250			

Onion, yellow	5#	250			
Onion, yellow, diced	5#	250			
Oranges, Cara Cara	138ct/case ½ C	1000			
Oranges, Navel	138ct/case ½ C	4000			
Orange, slices	100ct/case ½ C	2500			
PeachesNo individual stickers	120ct/case ½ C	2500			
Pears, AsianNo individual stickers	150ct/case ½ C	2500			
Pears, BarlettNo individual stickers	150ct/case ½ C	2500			
Pears, BarlettNo individual stickers	200ct/case ¼ C	500			
Peppers, Green	5#	150			
Peppers, Red	5#	150			
Pineapple, spear	50ct/case ½ C	1000			
Plums No individual stickers	120ct/case ½ C	2500			
Pluots No individual stickers	120ct/case ½ C	2500			
Spinach	4#	1000			

Strawberry	8/1#/case	1000			
Tangerine	120ct/case ½ C	4000			
Tangerine	200ct/cs ¼ C	1000			
Tomato, cherry or grape	12ct/case	2000			
Tomato, loose	5# 5X6X2	150			
Watermelon, chunks	50ct/case ½ C	500			

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

Vendor Signature _____ Date _____

Oakland Unified School District Signature _____ Date _____
 (If awarding contract)