

**Proposal Response Form
RFP # 1920
2023 FRESH PRODUCE FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

Return original Response to RFP to:
**Mt. Diablo Unified School District
Purchasing Department
ATTN: RFP# 1920 Fresh Produce
2326 Bisso Lane, Concord, California 94520**

- Unit prices shall be F.O.B. Destination or for the service rendered.
- Vendor shall honor RFP prices for ninety (90) days or for the stated contract period, whichever is longer.
- **Proposals due on Thursday, October 26, 2023 at 10:00 a.m.**

Documents to be submitted to make the RFP Proposal Packet:

- Proposal Form & Service Level Agreement
- Price Sheet
- Renewal Option
- Non-Collusion Declaration
- Bidder's Statement Regarding Insurance Coverage
- Criminal Background Investigation/fingerprinting Certification
- Worker's Compensation Insurance Certificate
- Tobacco-Free Environment Certification
- Drug Free Workplace
- Equal Employment Opportunity Compliance Certificate

Bidder hereby acknowledges receipt of Addenda Number(s) 1, _____, _____ and _____.

Company: **PACIFIC RIM PRODUCE**

Name & Title (print): **EVA HOM / VICE PRESIDENT**

Signature: 

Date: **10/26/2023**

**Service Level Agreement
RFP # 1920
2023 FRESH PRODUCE FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT**

PURPOSE

The Mt. Diablo Unified School District is seeking competitive quotes to provide district-wide Fresh Produce delivery service.

OBJECTIVE

The Mt. Diablo Unified School District desires to enter into a twelve-month contract for District Wide Fresh Produce Delivery services. The vendor shall provide all labor, materials, and necessary appurtenances to perform delivery at the various MT. DIABLO UNIFIED SCHOOL DISTRICT sites listed herein for the period of November 27, 2023 to June 30, 2024. With possible 2 one-year extensions, for a possible total contract term of 3 years (7/1/24-6/30/25, 7/1/25-6/30/26, and 7/1/26-12/31/26).

BACKGROUND

The Mt. Diablo Unified School District is a K-12 public school district located in Concord, California serving the educational needs of nearly 29,000 PreK-12 students. The District covers over 150 square miles, including the cities of Concord, Pleasant Hill, Clayton; portions of Walnut Creek, Martinez, and unincorporated areas including Lafayette, Pacheco, Pittsburg, and Bay Point. Mt. Diablo Unified School District is one of the largest school districts in the State of California, with over 50 school sites and programs.

The District has:

- High Schools – 5
- Continuation High School - 1
- Middle Schools – 9
- Elementary Schools – 28
- Alternative & Special Education Schools – 11
- Adult Education Centers - 2
- Central Kitchen – 1
- Central Food Warehouse - 1

SCOPE OF WORK

The vendor will deliver to identified sites Fresh Produce as identified in this document. The Fresh Produce must be delivered in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.

AGREEMENT

Below are the details of the service expectations from the successful Bidder upon receiving the award for this RFP. Successful Bidder must understand and agree to the following levels of service if they are to enter into an agreement with Mt. Diablo Unified School District. It is very important that the Bidder understands that the District's Fresh Produce RFP not only includes the

purchase of fresh produce but includes service/delivery expectations that must be agreed to prior to entering into this agreement.

This is a one (1) year RFP from October 23, 2023 thru June 30, 2023. With the possibility of two (2) one-year extensions, 2024-25 and 2025-26 school years.

1. All Fresh Produce specified will be purchased from the successful Bidder select. The District reserves the right to add or remove as necessary due to school demand.
2. This proposal is for up to five times a week delivery.
3. District will place orders for specific amounts of produce on a weekly basis. District and Bidder will work together to determine the order schedule. Online ordering system is preferred. Bidder will provide District with a point of contact available Monday-Friday during business hours.
4. Bidder submitting a RFP shall specify product size, case count, and tie height pallet specifications. Containers must be sealed, labeled with product name, shelf life/best if used by date and storage requirements. As applicable, Bidder shall include Product Formulation Sheets, Nutritional Analysis and Ingredients list which must be acceptable to the Food & Nutrition Services Department. For select products indicated on the Pricing List Spreadsheet, District will require/request a sample case for taste testing to evaluate for taste, texture, overall quality of product, appeal and consistency and nutritional value.
5. **All Fresh Produce shall meet Food & Nutrition standards (EAT REAL Undesirable Ingredients List [Appendix A] set by the District Food Department.**
6. Advanced approval by Food and Nutrition Services Department Warehouse and Operations Manager or Designee must be obtained prior to substitutions being made. Items substituted must be priced as the same as the item the District would normally receive.
7. Quarterly, the successful Bidder shall submit a complete listing with usages of all fresh produce purchased by the District.
8. All invoices and statements shall be sent to: Mount Diablo Unified School District, Attention: Food and Nutrition Services, 2330 Bisso Lane, Concord, CA 94520.
9. The District reserves the right to add or delete product; increase or decrease amounts; add or delete site locations.
10. Failure to meet these specifications shall entitle the District to cancel the contract with 30 day notice.

Central Food Warehouse & Central Kitchen Delivery

1. All Fresh Produce which are damaged, crushed or questionable will be refused or shall be replaced immediately upon notification.
2. Bidder shall arrange a predetermined time for deliveries to the Central Food Warehouse by contacting the warehouse **Supervisor at 925-682-8000, ext. 3772 and for Central Kitchen contact Lead Worker at 925-687-8524.**
3. All pallets are to be picked up at the time of the next delivery.
4. All delivery tickets must be signed for by the authorized Supervisor or Warehouse Lead Worker on site. If the site Food Service Lead Worker is unavailable, a signature must be obtained from the Food Service office staff. Missed deliveries and/or shortages of delivery are unacceptable.
5. The vendor will deliver to identified sites Fresh Produce as identified in this document. The Fresh Produce must be delivered in a clean and sanitary truck. A lift gate and pallets may be needed for large loads.
6. Deliveries will be accepted during operational hours only. Attached and incorporated hereto as ***Exhibit A - Delivery Points***.
7. This proposal is for up to five times a week delivery. District will place orders for specific amounts of produce on a weekly basis. District and Bidder will work together to determine the order schedule. Online ordering system is preferred. Bidder will provide District with a point of contact available Monday-Friday during business hours.
8. A duplicate of the signed invoice ticket shall be left at each location at the time of the delivery. An itemized monthly statement showing each delivery location must be sent to the District's Food and Nutrition Services Department. Quantities, item descriptions, unit prices and extended amounts must be shown on each invoice; this shall apply to all credits (credits must reference original invoice number and date received). The person receiving shall sign invoices and credits.
9. Deliveries to be placed by the driver into specified locations in original cases. Special deliveries may be needed under special circumstances (i.e. equipment failure, theft, etc.) Food & Nutrition Services Central Office, 925-682-8000 x 3775, will call the vendor; identify the site and problem, amount of product needed, and time needed for delivery. If a product is not available through the company awarded the contract, All Fresh Produce will be

purchased elsewhere.

10. The vendor will be required to maintain a log or report for all fresh produce of quantities delivered to the District, (velocity report). Vendor will provide these reports upon request by the District.
11. Delivery days will be Monday through Friday. The delivery driver will report to the designated area at each site as directed by Food & Nutrition Services staff. Both the delivery driver and each site's point of contact will verify quantities of fresh produce delivered. The site point of contact will sign for the delivered quantity only. If a shortage occurs, the site point of contact will line out the printed quantity and write in the correct quantity on the receipt document. Shortages, if needed, will be filled within a 24-hour period. Missed deliveries and/or shortages of delivery are unacceptable.
12. **Central Kitchen:** has no loading dock, only a parking lot offloading area. Delivery trucks must have lift gates; pallets must be no higher than 7 feet tall; and they must have floor jacks to deliver inside of the building to designated area/location as directed by Lead Worker.
13. **Substitutions: Any substitutions need to be preapproved before delivery.** Contact Food Services Warehouse and Operations Manager for substitution of items is: 925-825-7440 ext. 3772. Product specifications are based on fresh produce and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. If proposing an alternate or "generic" item, please quote it in addition to the (brand requested) if possible. In any case, the District will be the sole judge as to whether the fresh produce are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.
14. The successful vendor shall take all necessary precautions as to not damage District premises or property when delivering food items. In case of damage, vendor shall make proper restitutions.
15. Delivery Time/Prices. Prices must be quoted on the basis of F.O.B. to place of delivery ("F.O.B. Destination") as designated on the District purchase order. All prices are to be considered guaranteed prices and are not to be changed. Actual delivery of goods shall be coordinated with the District Office but shall not exceed the specified delivery time as provided by the Bidders on the RFP form. The District may reject all RFPs (regardless of price) that fail to meet delivery requirements.
 - a. No deliveries shall be made prior to the issuance of a purchase order. Purchase orders will be issued at a reasonable time in advance of the expected date of delivery of product/service. The District reserves the right to reject any delivery made before the issuance of a purchase order at the sole cost of the vendor.
16. Payment. Every attempt will be made to pay invoices within thirty (30) days of receipt of materials (NET 30). **Invoices** are to be rendered **on or after delivery** of merchandise. The District will make payments of 1/12th of the contracted amount per month. The District reserves the right to withhold payment until all items on purchase order have been received in good condition.

- a. All materials delivered or correspondence related to a purchase order shall clearly show the item number specified on the individual District's purchase order, the purchase order number, and be marked as to contents including quantity. Failure to comply will result in the District's refusal of acceptance of the materials.

TERMS AND CONDITIONS:

- A. **AGREEMENT.** Submission of a signed RFP will be interpreted to mean Bidder hereby agree to all the terms and conditions set forth in all the pages of this Request for Proposals. Bidder's signed RFP and the Mt. Diablo Unified School District's written acceptance or purchase order shall constitute a contract.
- B. **ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this RFP without first obtaining the specific written consent of the Mt. Diablo Unified School District.
- C. **AUTHORITY OF THE (MT. DIABLO UNIFIED SCHOOL DISTRICT).** Subject to the power and authority of the Mt. Diablo Unified School District as provided by law in this contract, the Mt. Diablo Unified School 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 contract. The Mt. Diablo Unified School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.
- D. **BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed RFP will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- E. **BRAND NAMES.** Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing items. The Bidder shall state the brand name and number
- F. **BRAND SUBSTITUTIONS.** Substitutes may be allowed where the replacement product is of equal or better quality and is reviewed and approved in writing by the district. If samples are requested by the Director of Food and Nutrition Services for this determination, they shall be submitted.
- G. **CANCELLATION OF RFP.** The Mt. Diablo Unified School District may cancel this RFP at any time.
- H. **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 Mt. Diablo Unified School District harmless for any failure to so conform.

- I. COMPLIANCE OR DEVIATION TO SPECIFICATIONS. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the specifications in this RFP.
- J. CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Mt. Diablo Unified School District as a result of this RFP.
- K. VENDOR'S EMPLOYEES/VEHICLES – All personnel working under this contract shall be identified by a distinct nameplate, emblem, patch or badge displayed on the outer garment in a visible location and approved by MT. DIABLO UNIFIED SCHOOL DISTRICT. All vehicles shall have the name of the contractor prominently displayed and must be currently licensed throughout the term of this contract. All personnel shall be qualified and properly trained to perform the work required under this contract as well as completing the Criminal Background Check. Vendor shall at all times furnish and maintain sufficient number of vehicles to perform the work of this contract. Trucks must be kept in good repair.
- L. DAMAGE. The Contractor shall be held responsible for any breakage or loss.
- M. INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in (Table 1). The successful Bidder must furnish the Mt. Diablo Unified School District with the Certificates of Insurance proving coverage as specified in (Exhibit 1) and naming the Mt. Diablo Unified School 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.
- N. RFP PRICE. The Mt. Diablo Unified School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.
- O. RIGHTS RESERVED.
- a. **Rejection.** The Mt. Diablo Unified School District reserves the right to reject any or all RFP's or any part thereof, or to accept any RFP or any part thereof, or to waive any informality in any RFP, whenever it is deemed to be in the best interest of the Mt. Diablo Unified School District. The Mt. Diablo Unified School District also reserves the right to reject the RFP of any Bidder who has previously failed to perform adequately for the Mt. Diablo Unified School District or any other governmental agency.
 - b. **Cover.** Should the successful Bidder fail to comply with the conditions of this RFP or fail to complete the required work or furnish the required materials within the time stipulated, the Mt. Diablo Unified School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.
 - c. **Severability.** If any provision or any portion of any provision, of any contract resulting from this RFP shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.
- P. TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Mt. Diablo Unified School District.

- Q. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Mt. Diablo Unified School District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, pandemics, strikes and unusually severe weather.
- R. FORMATION OF CONTRACT. Bidder's signed RFP and Mt. Diablo Unified School District's written acceptance shall constitute a binding contract.
- S. ASSIGNMENT. The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.
- T. CONTRACT TERM. It is the intent to award the contract(s) for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.
- U. Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one-year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90-day notice. These fees are subject to negotiation and approval by the District.
- V. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall, at its own expense, hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all claims, demands, liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with all acts or omissions to act of Contractor or its officers, agents, or employees related to the performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- W. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless separately disclosed by Contractor in writing to the General Counsel of the District, and approved and confirmed in separate writing as acceptable by the District. See Exhibit 1 for limits and term details.
- X. INDEPENDENT CONTRACTOR This Contract is by and between District and vendor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee,

partnership, joint venture, or association, as between District and vendor. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever.

- Y. The employees and agents of each party, shall, while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security and requirements.
- Z. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Contra Costa, in State of California. The parties further stipulate that the county of Contra Costa, CA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PRICING: Prices should be quoted for the month of October 2023, unless otherwise indicated on the Pricing List Spreadsheet. Due to market fluctuations, Bidder may submit updated prices in writing to District Operations and Warehouse Manager or Designee on a monthly basis no later than the fifteenth day of the month for the following month. Any price changes should be justified by corresponding market changes. The District reserves the right to request verification of the Bidder's prices by reviewing Bidder's invoices from its suppliers.

****See Pricing List Spreadsheet on MDUSD website for RFP# 1920:**

<https://www.mdusd.org/fs/admin/site/pages/842>

Complete Pricing List and submit with this Proposal.

In some cases, in collaboration with the Bidder, the District may wish to purchase produce from specific Farms, such as for Harvest of the Month. Please indicate a fixed per case delivery mark-up for these items here:

Fixed per case delivery mark-up: **\$2.50**

% Percent Discount (Net Days): **NA**

Company: **PACIFIC RIM PRODUCE**

Address: **1950 N. LOOP RD.**

City, State, Zip: **ALAMEDA, CA 94502**

Company Phone No.: **510-832-8839**

Company Fax No.: 510-865-1810

Email: EVA@PACIFICRIMPRODUCE.COM

Signature (in BLUE ink):  _____

Name (print): EVA@PACIFICRIMPRODUCE.COM

Title: VICE PRESIDENT

Date: 10/26/2023

Pricing Sheet

Bidder Complete Please \$ 170,527.41 TOTAL BID PRICE

Samples Required (5#)	Item Description	Quantity	Bid Price Month	Bid Price	Case Size if Different Than Listed in Column A	Percent of Produce Sourced from California Annually		Extension
	Avocado 60ct	50	CS	October 2023	\$ 39.50		90	\$ 1,975.00
	Carrot Mini Whole Peeled - 40 lbs	14	CS	October 2023	\$ 34.20		100	\$ 494.45
	Bell Ppr Green (Utility) - 23 lbs	18	CS	October 2023	\$ 22.45		90	\$ 405.72
	Bell Ppr Red - 23 lbs	24	CS	October 2023	\$ 18.50		90	\$ 445.78
	Bell Ppr Red 3#	20	EA	October 2023	\$ 2.75		90	\$ 56.32
SAMPLE	Bell Ppr Red Julienne 5#	280	EA	October 2023	\$ 21.50		90	\$ 6,009.54
	Bean Green, Trimmed 5# Bag	60	EA	October 2023	\$ 19.50		90	\$ 1,170.00
	Blueberry, 12 pt	24	CS	October 2023	\$ 33.00		90	\$ 792.00
	Bok Choy, 30 lb	50	CS	October 2023	\$ 18.50		90	\$ 925.00
	Broccoli Crowns, 20 lbs	50	CS	October 2023	\$ 19.95		100	\$ 997.50
	Broccoli Floret, 12 lb	11	CS	October 2023	\$ 22.35		100	\$ 255.81
	Broccoli Floret Mini 5#	24	EA	October 2023	\$ 16.25		100	\$ 391.56
	Brussels Sprouts, Trimmed and Halved 5#	24	EA	October 2023	\$ 17.75		90	\$ 426.00
	Lettuce Better Burger Leaf, 10 lbs	10	CS	October 2023	\$ 23.45		100	\$ 226.02
	Carrot Rainbow Vichy Cut 5#	347	EA	October 2023	\$ 23.00		100	\$ 7,980.60
	Cauliflower Floret, 20 lb	60	CS	October 2023	\$ 28.75	4/3# TOTAL 12LBS	100	\$ 1,725.00
	Celery Stick 5#	87	EA	October 2023	\$ 11.50		99	\$ 997.57
	Cherries Red, 15.5 lbs	100	CS	August 2023	\$ 45.00		100	\$ 4,500.00
	Cilantro, 20 lb	12	CS	October 2023	\$ 15.00		90	\$ 176.20
	Cucumber Slice 3/8 in 5#	30	EA	October 2023	\$ 12.50		75	\$ 376.50
	Radish Daikon Dice 1/4in 5#	72	EA	October 2023	\$ 13.75		90	\$ 993.96
SAMPLE	Cucumber English 1/4 in Slice 5#	1201	EA	October 2023	\$ 15.00		90	\$ 18,017.78
	Grape Green, 18 lb	200	CS	October 2023	\$ 40.50		90	\$ 8,100.00
	Grape Red Seedless, 18 lb	200	CS	October 2023	\$ 40.50		90	\$ 8,100.00
	Kiwi, Green 20 lb	200	CS	October 2023	\$ 36.50		90	\$ 7,300.00
	Lettuce Green Leaf, 10 lb	25	CS	October 2023	\$ 15.45		95	\$ 390.90
SAMPLE	Lettuce Green Leaf Leaves Wash/Trim, 10 lb	163	CS	October 2023	\$ 23.45		100	\$ 3,814.10
	Onion Green, 10 lb	2	CS	October 2023	\$ 14.00		90	\$ 33.73
	Kale Green Cleaned/Cut 5#	87	EA	October 2023	\$ 15.75		90	\$ 1,366.24
	Kale, Baby 3 lb	80	EA	October 2023	\$ 12.25		100	\$ 980.00
	Onion Yellow Large, 50lb	14	CS	October 2023	\$ 14.00		100	\$ 202.41
	Onion Yellow Large 5# Bag	12	EA	October 2023	\$ 2.75		100	\$ 33.13
	Orange, Valencia 113ct	24	CS	March 2023	\$ 19.00		100	\$ 457.82
	Orange, Cara Cara 88 ct	200	CS	March 2023	\$ 23.00		100	\$ 4,600.00
	Organic Spring Mix, 3 lb	10	CS	October 2023	\$ 11.25		100	\$ 108.43
	Peach Yellow Loose, 25 lb	200	CS	October 2023	\$ 22.50		100	\$ 4,500.00
	Persimmon, Fuyu 25 lbs	200	CS	November 2023	\$ 27.50		100	\$ 5,500.00
	Pumpkin Wee Be Lil 40ct	2	CS	October 2023	\$ 27.00		100	\$ 65.06
SAMPLE	Pico De Gallo 5#	200	CS	October 2023	\$ 17.50		90	\$ 3,500.00
	Radish Slice 1/8 in 5#	28	EA	October 2023	\$ 15.75		100	\$ 436.44
SAMPLE	Lettuce Romaine Cut, 10 lb	1546	CS	October 2023	\$ 20.05	6/2# TOTAL 12LBS	100	\$ 30,992.46
	Pumpkin Seed Raw Shelled, 5 lb	50	CS	October 2023	\$ 25.00		100	\$ 1,250.00
	Slaw Mix Shredded Dry, 20 lb	36	CS	October 2023	\$ 17.15		100	\$ 619.87
	Onion Yellow Slice 1/8 in 5#	69	EA	October 2023	\$ 10.00		100	\$ 686.74
	Pea Snap (Round), 10 lb	141	CS	April 2023	\$ 24.35		90	\$ 3,432.41
	Spinach, Baby 3 lb	80	EA	October 2023	\$ 12.25		100	\$ 980.00
	Spring Onions, 10 lb	80	CS	October 2023	\$ 15.50		90	\$ 1,240.00
	Strawberry Clamshell, 8/1 lb	400	CS	October 2023	\$ 18.50		100	\$ 7,400.00
	Tomato Cherry, 12 pt	400	CS	October 2023	\$ 17.50		90	\$ 7,000.00
	Tomato Grape BULK	6	CS	October 2023	\$ 23.50		90	\$ 141.56
SAMPLE	Tomato Slice 1/4 in 5#	570	EA	October 2023	\$ 17.00		90	\$ 9,687.80
	Melon Watermelon S/L Slice 1/2 in 5#	80	EA	October 2023	\$ 12.50		95	\$ 1,000.00
SAMPLE	Melon, Honeydew or Candalope 2 inch Cube 5#	80	EA	October 2023	\$ 20.00		95	\$ 1,600.00
	Winter Squash, Butternut, 1 inch Cube 5#	120	EA	October 2023	\$ 14.50		95	\$ 1,740.00
SAMPLE	Winter Squash, Delicata, Seeded 1 inch half moons 5#	120	EA	October 2023	\$ 19.25		95	\$ 2,310.00
	Yam, 1 inch Cube 5#	120	EA	October 2023	\$ 13.50		100	\$ 1,620.00

RENEWAL OPTION
RFP # 1920
2023 FRESH PRODUCE FOR MT. DIABLO UNIFIED SCHOOL DISTRICT
(To be submitted with proposal)

If mutually agreeable, the Mt. Diablo Unified School District reserves the right to consider the extension of this contract for two one-year periods for a total contract of 3 years as permitted by law. In the award of this RFP renewal, the District will consider the amount of the price increase stated by the Bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the marked and/or submission of documents.

Bidder to indicate in space provided if it would accept an option to renew for the following periods and at what percentage.

<u>Dates:</u>	<u>Yes</u>	<u>No</u>	<u>Percentage</u>
07/01/24 to 06/30/25	<u> X </u>	<u> </u>	<u> 3% </u>
07/01/25 to 06/30/26	<u> X </u>	<u> </u>	<u> 3% </u>
7/1/26 to 12/30/26 (6mo.)	<u> X </u>	<u> </u>	<u> 3% </u>

The undersigned hereby proposes and agrees to furnish, and deliver the goods and services in accordance with the terms, conditions, specifications and prices herein quoted.

Corporate Seal (If a corporation)

Company: **PACIFIC RIM PRODUCE**

Address: **1950 N. LOOP RD**

City, State, Zip: **ALAMEDA, CA 94502**

Company Phone No.: **510-832-8839**

Company Fax No.: **510-865-1810**

Email: **EVA@PACIFICRIMPRODUCE.COM**

Signature (in BLUE ink): 

Name (print): **EVA HOM**

Title: **VICE PRESIDENT**

Date: **10/26/2023**

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.