

**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)* No. 1, N/A, N/A and N/A.

Company: Bay Cities Produce, Inc.

Name & Title (print): Steve Del Masso, President

Signature: 

Date: 10/25/2023

**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: \$4.00

% Percent Discount (Net Days): Not Applicable

Company: Bay Cities Produce, Inc.

Address: 2109 Williams Street

City, State, Zip: San Leandro, CA 94577

Company Phone No.: (510) 346-4943

Company Fax No.: (510 352-4704)

Email: steve@baycitiesproduce.com

Signature (in BLUE ink):  _____

Name (print): Steve Del Masso

Title: President

Date: 10/25/2023

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.

Dates:	Yes	No	Percentage
07/01/24 to 06/30/25	<u>Yes</u>	<u> </u>	<u>5%</u>
07/01/25 to 06/30/26	<u>Yes</u>	<u> </u>	<u>5%</u>
7/1/26 to 12/30/26 (6mo.)	<u>Yes</u>	<u> </u>	<u>5%</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: Bay Cities Produce, Inc.

Address: 2109 Williams Street

City, State, Zip: San Leandro, CA 94577

Company Phone No.: (510) 346-4943

Company Fax No.: (510) 352-4704

Email: steve@baycitiesproduce.com

Signature (in BLUE ink): 

Name (print): Steve Del Masso

Title: President

Date: 10/25/2023

Pricing Sheet

Bidder Complete Please \$ 260,798.26 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	October 2023	46.11		75	\$ 2,305.50
	Carrot Mini Whole Peeled - 40 lbs	14	October 2023	39.72		100	\$ 556.08
	Bell Ppr Green (Utility) - 23 lbs	18	October 2023	25.88		60	\$ 465.84
	Bell Ppr Red - 23 lbs	24	October 2023	34.93		60	\$ 838.32
	Bell Ppr Red 3#	20	October 2023	7.85		60	\$ 157.00
SAMPLE	Bell Ppr Red Julienne 5#	280	October 2023	23.39		60	\$ 6,537.82
	Bean Green, Trimmed 5# Bag	60	October 2023	27.52		60	\$ 1,651.20
	Blueberry, 12 pt	24	October 2023	77		50	\$ 1,848.00
	Bok Choy, 30 lb	50	October 2023	21.71		100	\$ 1,085.50
	Broccoli Crowns, 20 lbs	50	October 2023	29.61		100	\$ 1,480.50
	Broccoli Floret, 12 lb	11	October 2023	24.75		70	\$ 272.25
	Broccoli Floret Mini 5#	24	October 2023	29.85		100	\$ 716.40
	Brussels Sprouts, Trimmed and Halved 5#	24	October 2023	32.04		60	\$ 768.96
	Lettuce Better Burger Leaf, 10 lbs	10	October 2023	24.02		70	\$ 231.51
	Carrot Rainbow Vichy Cut 5#	347	October 2023	29.28		60	\$ 10,159.64
	Cauliflower Floret, 20 lb	60	October 2023	45.74		75	\$ 2,744.40
	Celery Stick 5#	87	October 2023	17.97		100	\$ 1,558.82
	Cherries Red, 15.5 lbs	100	August 2023	58.58		100	\$ 5,858.00
	Cilantro, 20 lb	12	October 2023	23.75		70	\$ 278.99
	Cucumber Slice 3/8 in 5#	30	October 2023	14.81		50	\$ 444.30
	Radish Daikon Dice 1/4in 5#	72	October 2023	24.6		75	\$ 1,771.20
SAMPLE	Cucumber English 1/4 in Slice 5#	1201	October 2023	28.74		100	\$ 34,516.74
	Grape Green, 18 lb	200	October 2023	42.92		60	\$ 8,584.00
	Grape Red Seedless, 18 lb	200	October 2023	42.92		60	\$ 8,584.00
	Kiwi, Green 20 lb	200	October 2023	50.37	19 lb	75	\$ 10,074.00
	Lettuce Green Leaf, 10 lb	25	October 2023	21.71	24 ct	70	\$ 542.75
SAMPLE	Lettuce Green Leaf Leaves Wash/Trim, 10 lb	163	October 2023	23.22		70	\$ 3,776.69
	Onion Green, 10 lb	2	October 2023	26.94	48 ct	70	\$ 53.88
	Kale Green Cleaned/Cut 5#	87	October 2023	27.9		100	\$ 2,420.20
	Kale, Baby 3 lb	80	October 2023	17.21	CS	70	\$ 1,376.80
	Onion Yellow Large, 50lb	14	October 2023	17.21		40	\$ 240.94
	Onion Yellow Large 5# Bag	12	October 2023	4.05		40	\$ 48.60
	Orange, Valencia 113ct	24	March 2023	25		100	\$ 600.00
	Orange, Cara Cara 88 ct	200	March 2023	32.8		100	\$ 6,560.00
	Organic Spring Mix, 3 lb	10	October 2023	12.21		70	\$ 117.68
	Peach Yellow Loose, 25 lb	200	October 2023	40.79		100	\$ 8,158.00
	Persimmon, Fuyu 25 lbs	200	November 2023	42.39		100	\$ 8,478.00
	Pumpkin Wee Be Lii 40ct	2	October 2023	33.33		100	\$ 66.66
SAMPLE	Pico De Gallo 5#	200	October 2023	25.11		25	\$ 5,022.00
	Radish Slice 1/8 in 5#	28	October 2023	28.79		80	\$ 797.78
SAMPLE	Lettuce Romaine Cut, 10 lb	1546	October 2023	36.13		100	\$ 55,848.25
	Pumpkin Seed Raw Shelled, 5 lb	50	October 2023	44.58		0	\$ 2,229.00
	Slaw Mix Shredded Dry, 20 lb	36	October 2023	19.71		70	\$ 712.40

	Onion Yellow Slice 1/8 in 5#	69 EA	October 2023	17.5	100 \$	1,201.79
	Pea Snap (Round), 10 lb	141 CS	April 2023	35	50 \$	4,933.66
	Spinach, Baby 3 lb	80 EA	October 2023	12.46	70 \$	996.80
	Spring Onions, 10 lb	80 CS	October 2023	42.18	100 \$	3,374.40
	Strawberry Clamshell, 8/1 lb	400 CS	October 2023	24.81	80 \$	9,924.00
	Tomato Cherry, 12 pt	400 CS	October 2023	33.33	33 \$	13,332.00
	Tomato Grape BULK	6 CS	October 2023	43.98	33 \$	263.88
SAMPLE	Tomato Slice 1/4 in 5#	570 EA	October 2023	26.09	33 \$	14,867.92
	Melon Watermelon S/L Slice 1/2 in 5#	80 EA	October 2023	17.97	50 \$	1,437.60
SAMPLE	Melon, Honeydew or Cantalope 2 Inch Cube 5#	80 EA	October 2023	19.74	50 \$	1,579.20
	Winter Squash, Butternut, 1 inch Cube 5#	120 EA	October 2023	19.1	50 \$	2,292.00
SAMPLE	Winter Squash, Delicata, Seeded 1 inch half moons 5#	120 EA	October 2023	30.46	50 \$	3,655.20
	Yam, 1 inch Cube 5#	120 EA	October 2023	20.01	100 \$	2,401.20



ADDITIONAL REMARKS SCHEDULE

AGENCY Pacific Diversified Insurance Services		NAMED INSURED Bay Cities Produce, Inc. 2109 Williams Street San Leandro CA 94577	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Insured's Operations.

Mt. Diablo Unified School District It's officers, officials, employees and volunteers. The Excess Liability is follow form to the underlying General Liability, Auto Liability and Employers' Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. Broadened Named Insured</p> <p>B. Blanket Additional Insured – Broad Form Vendors</p> <p>C. Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>D. Blanket Waiver Of Subrogation</p> <p>E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>F. Blanket Additional Insured – Lessors Of Leased Equipment</p> <p>G. Incidental Medical Malpractice</p> <p>H. Personal Injury – Assumed By Contract</p> <p>I. Amended Bodily Injury Definition</p> | <p>J. Bodily Injury To Co-Employees And Co-Volunteer Workers</p> <p>K. Aircraft Chartered With Crew</p> <p>L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet</p> <p>M. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>N. Medical Payments - Increased Limit</p> <p>O. Knowledge And Notice Of Occurrence Or Offense</p> <p>P. Unintentional Omission</p> <p>Q. Reasonable Force – Bodily Injury Or Property Damage</p> |
|--|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:

- 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, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions: