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Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
 Vernon Hal, Chief Business Officer
 Jennifer Le Barre, Executive Director of Nutrition Services, Warehouse & Distribution

Board Meeting Date August 23, 2017

Subject **Resolution No. 1718-0051- Request for Proposal Award: #16-17/07 Fresh Fruit and Vegetables Program (FFVP)**

Action Requested Approval by the Board of Education of Resolution No. 1718-0051 – Award of Bid- Fresh Fruits and Vegetables Program (FFVP) RFP #16-17/07 to Pacific Rim Produce Inc. of Oakland, CA for the amount of \$369,000.00 as the lowest, responsible bidder, for one year commencing on July 1, 2017.

Background Nutritional Services was awarded a federal grant for 27 Oakland schools to receive a fresh fruit or vegetable snack and nutrition education on the importance of eating fruit and vegetable. The snack is provided 3-4 days a week during A.M. recess or in the classroom

Discussion To encourage students to eat fresh fruit and vegetables, FFVP serves local, seasonal produce. The snacks allow students to taste and learn about California produce which may not be readily available in their neighborhood stores. Vendors are asked to outline their company’s sustainability practices and must list produce that would be locally available. OUSD has split the produce business into three pieces (the general produce, the Harvest of the Month produce and the Fresh Fruit and Vegetable Program) in an effort to offer OUSD business to local companies who may not be able to service all of the district’s produce needs. District contacted (5) five prospective vendors to participate in the bidding process with (2) vendors responding.

Recommendation Approval by the Board of Education of Resolution No. 1718-0051- Award of Bid-Fresh Fruit and Vegetables Program (FFVP) RFP #16-17/07 to Pacific Rim Produce, Inc. of Oakland, CA for the amount of \$369,000.00 as the lowest, responsive, responsible bidder, for the one year commencing on July 1, 2017.

Fiscal Impact

Funding Source – Grant Funded, no Fiscal impact to District Funding.

Attachments

- Resolution No. 1718-0051
- Request for Bid Proposal
- Contract

**RESOLUTION OF THE BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO.1718-0051**

**FRESH FRUIT AND VEGETABLE PROGRAM
PRODUCE**

WHEREAS, The Board of Education of the Oakland Unified School District of Alameda County, via the Superintendent of Schools, heretofore authorized its Nutrition Services Department to advertise for sealed Request for Proposals, **No.16-17/07 for Fresh Fruit and Vegetables Produce** to be delivered to the elementary schools awarded the FFVP Grant, in said District;

WHEREAS, The Nutrition Services Department of the District did on December 1, 2016 receive and opened bids in the response to said advertisement,

WHEREAS, the Nutrition Services Department has forwarded to the Board, District staff's recommendation on which bidders have submitted lowest responsible proposal, and staff has made recommendation for award of contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby accepts the recommendation of staff, rejects all other proposals, and does make award for Fresh Fruit and Vegetables Program (FFVP) Produce to Pacific Rim Produce, Inc., Oakland, CA, as the lowest, responsive, responsible bidder, in the amount of \$369,000.00, for one year commencing on July 01, 2017, unless extended by the Parties for two additional one year terms, as outlined fully in the Request for Proposal 16-17/07, subject to approval by Board; and

BE IT FURTHER RESOLVED that all proposals other than that of the successful Vendor, are hereby rejected; and the Secretary of this Board is hereby authorized and directed to return to the unsuccessful bidders their certified or cashier's checks, if one was required; and

BE IT FURTHER RESOLVED that a Fresh Fruit & Vegetables Program Produce Contract, for the one-year term pursuant to the Bid Award is hereby approved between District and Pacific Rim Produce, Inc.

Passed by the following vote.

AYES: Jody London, Aimee Eng, Jumoke Hinton Hodge, Roseann Torres, Vice President
Nina Senn, President James Harris

NOES: None

ABSTAINED: None

ABSENT: Shanthi Gonzales

I certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Education of the Oakland Unified School District at a Regular Meeting held August 23, 2017 at Oakland, CA.



Kyla Johnson-Irammell, Superintendent and Board
Secretary Oakland Unified School District

Fresh Fruit & Vegetable Program Produce

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By Oakland Unified School District Board of Education of Resolution No. 1718-0051, the Board of Education authorized the Award of Bid for Fresh fruit & Vegetable Program Produce pursuant to Request for Proposal ("RFP") No. 16-17/07, such award deemed issued on July 1, 2017, to Pacific Rim Produce and authorized the Superintendent to enter into a Contract consistent therewith. Pacific Rim Produce (at times hereinafter, "Contractor" or "Pacific Rim") and the Oakland Unified School District (hereinafter "District") hereby agree to the following terms:

1. SCOPE OF WORK

Contractor shall provide produce for the Fresh Fruit & Vegetable Program at the agreed upon price and scope of services as outlined fully in RFP No. 16-17/07, as well as the December 1, 2016 Pacific Rim Proposal to RFP No. 16-17/07, which is incorporated herein by reference as Exhibits A and B, respectively, as reflected below.

2. RFP AND CONTRACTOR'S RESPONSE THERETO EXPRESSLY INCORPORATED HEREIN; COMPONENT PARTS OF CONTRACT

The terms and conditions in the RFP are expressly incorporated into this Contract and shall govern all transactions between the parties, as will Pacific Rim Proposal to RFP No. 16-17/07.

This Contract consists of the following documents, each of which is on file with the District, and is incorporated into and made a part of this Contract by reference. In the event of a conflict, these documents shall control in order of precedence set forth below from A descending to C:

- A. This Contract.
- B. Request for Proposal No. 16-17/07 and all addenda, as applicable. (collectively, Exhibit A.)
- C. Pacific Rim 12/01/16 Proposal. (Exhibit B.)

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence on July 1, 2017, and continue for a period of one (1) year, unless extended by the Parties for two (2) additional one year extensions as outlined fully in the Request for Proposal No. 16-17/07.

4. CONTRACT PRICE

The District agrees to pay for fresh fruit and vegetables, as needed, at the prices set forth in the Contractor's submitted Proposal. (See Exhibit B.) Award for these services will be on a firm-fixed price basis. The District and Contractor must mutually agree upon any adjustments in payment. Invoices for services performed shall be submitted

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to accounts payable. **The Purchase Order Number must be referenced on all invoices. Failure to do so could delay payment.**

5. NOTICES

Any notice which may be required under this Contract shall be in writing, and shall be effective either upon personal service or five (5) calendar days after mailing by certified mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing by the parties to this Contract.

THE DISTRICT:

Oakland Unified Nutrition Services
900 High Street
Oakland, California 94601

CONTRACTOR:

Pacific Rim, Inc.
202 Franklin St.
Oakland, Ca. 94607

6. DEFAULT REMEDIES; TERMINATION

DEFAULT REMEDIES

Each of the following shall constitute an event of default under the Contract:

- A. Contractor fails or refuses to perform or observe any term, covenant or condition contained in the Contract, provided that Contractor shall have thirty (30) days to cure to the District's satisfaction after transmission of written notice from the District to Contractor of any such event of default.
- B. Contractor (a) is generally not paying its debts as they become due; (b) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law in any jurisdiction; (c) makes an assignment for the benefit of its creditors; (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; (e) takes action for the purpose of any of the foregoing; or (f) is the subject of any order of a court or government authority related to the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection or rights of creditors. The Contractor shall notify the District in writing within ten (10) days of the occurrence of any of the events listed in the immediately preceding sentence.

On and after any event of default, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate the Contract for cause as set forth below, or to seek specific performance of all or any part of the Agreement. In addition, the District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of

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default, in which event Contractor shall pay to the District on demand all costs and expenses incurred by the District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The District shall have the right to offset from any amounts due to Contractor under the Contract or any other agreement between the District and Contractor all damages, losses, costs, or expenses incurred by the District as a result of such event of default. Any such offset by the District will not constitute a waiver of any other remedies the District may have against Contractor for financial injury or otherwise.

If any of the provisions of this Contract are not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages will be difficult to determine. The Parties shall be entitled to specific performance of the terms hereof and injunctive relief, in addition to any other remedy at law or equity.

All remedies provided for in the Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude, or in any way be deemed to waive, any other remedy.

TERMINATION OF CONTRACT

- A. In the event of Contractor default pursuant to the Default Remedies above, in addition to any other remedies available to the District, the District may terminate the Agreement, and all of the Contractor's rights hereunder ended. Termination shall be effective ten (10) days after District's transmission to Contractor of written notice of termination by the District, unless a later effective date of termination is provided by the District in such notice. As of the effective date of termination, no new work will be undertaken by Contractor with the exception of actions necessary to effectuate the termination as provided for in this Section.
- B. In the event of termination for cause, Contractor shall be paid for those services performed under the Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to the Default Remedies above, the District may offset from any such amounts due Contractor any costs to District arising from Contractor's default and may otherwise demand payment from Contractor of such costs.
- C. The District may terminate the Contract, in whole or in part, for the District's convenience and without cause at any time by giving Contractor at least thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is provided. In event of termination for convenience, Contractor will be paid for those services performed pursuant to the Contract and to the satisfaction of the District up to the specified effective date of termination.

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- D. Upon receipt of any notice of termination of the Contract, Contractor shall commence and perform with diligence all actions necessary on the part of Contractor to effectuate the termination of the Contract on the date specified by the District in a manner that minimizes the liability of Contractor and the District to third parties as a result of termination. All such actions shall be subject to prior approval by the District and shall include, without limitation: canceling orders; assigning interests to the District, as applicable; settling outstanding liabilities and claims; securing and safe-guarding District property; and halting or completing services in the manner specified by the District.
- E. In no event shall District be liable for costs incurred by Contractor, or any of its subcontractors, after the effective date of termination, except for those costs specifically approved in writing by the District, if any, as necessary to effectuate the termination in a manner acceptable to the District. Such non-recoverable costs include, but are not limited to, anticipated profits on the Contract; post-termination employee salaries; post-termination administrative expenses; post-termination overhead or unabsorbed overhead; and attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, including but not limited to prejudgment interest.
- F. Within thirty (30) days after the effective date of termination, the Contractor will submit an itemized invoice detailing the unpaid costs incurred for the services rendered pursuant to the Contract up to the effective date of termination. The District's payment obligations specified under this Termination of Contract section shall survive the termination or expiration of the Contract. Upon payment by the District of approved charges under such Contractor invoice, the District shall be under no further obligation to the Contractor, monetarily or otherwise.

7. SEVERABILITY

If any provision of this Contract is deemed legally void or unenforceable, such provision shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and the respective successors, assigns and legal representatives.

9. CONFLICT OF INTEREST

By signing this Contract, Contractor covenants that it presently has no actual knowledge of any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services called for under this contract. Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed by Contractor, and that Contractor receives no commissions or other payment from parties other than the District as a result of work performed hereunder. Failure to

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comply with this provision serves as a basis for termination for default and the collection of any damages.

10. INDEMNIFICATION/DEFENSE

Contractor agrees to hold harmless, indemnify, and defend the District and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

11. INSURANCE

CONTRACTOR shall meet all insurance requirements as set forth in the RFP. In addition, Contractor agrees that all insurance coverage shall be primary as to the District and shall name the District as an additional insured. Endorsement of the District as an additional insured shall not affect the District's rights to any claim, demand, suit or judgment made, brought or recovered against the District. The policies shall protect Contractor and the District in the same manner as though each were separately issued.

12. STATUS OF CONTRACTOR

The Contract is not one of employment. The Contractor, in the performance of the Contract, shall be and act as an independent contractor. The Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which the District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The Contractor shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Contractor's employees. In the performance of the work contemplated in the Contract, the Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the District being interested only in the results obtained.

11.DRUG-FREE/SMOKE FREE POLICY

No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

12. NO ASSIGNMENT

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The obligations of the Contractor under the Contract shall not be assigned by the Contractor without the District's express prior written consent.

13. GOVERNING LAW/VENUE

This Contract shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Contract.

14. ATTORNEYS' FEES AND COSTS

In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum as the court may adjudge reasonable as to attorneys' fees and costs.

15. 1CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

Contractor certifies to the best of his/her/its knowledge and belief, that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.sam.gov/>)

16. INTEGRATION/ENTIRE AGREEMENT OF PARTIES: This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.


This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OAKLAND UNIFIED SCHOOL DISTRICT:

James Harris
Board President

PACIFIC RIM PRODUCE, INC.:


EVA Horn V.P.

Name and Title

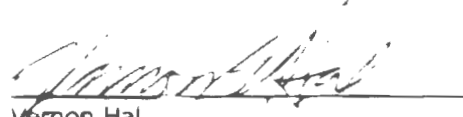
Fresh Fruit & Vegetable Program Produce



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James Harris
President, Board of Education

Date



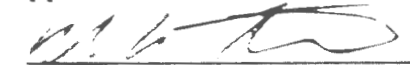
Kyla Johnson-Trammell
Superintendent and Board Secretary

Vernon Hal
Senior Business Officer

Date ⁷

Date

Approved as to Form:


Michael L. Smith, Esq.
Deputy General Counsel

5/30/12
Date



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

Request For Proposal (RFP)

Reissued

RFP# 16-17/07

Oakland Unified School District
Nutrition Services
900 High Street
Oakland, California 94601
ATTN: Robert Law, Phone: (510) 434-2253

Dear Vendor:

The Nutrition Services Department of Oakland Unified School District will receive sealed proposals for Fresh Fruit and Vegetable Program (FFVP) Request For Proposal #:16-17/07 in accordance with the **attached conditions and specifications**. This proposal must be received on or before **2:00 p.m. Thursday December 1, 2016 and will be publicly open at 2:15 p.m. on Thursday December 1, 2016.**

Enclosed you will find the required form for the request for proposal. Return **the original and two complete copies** to the Procurement office in a sealed envelope, clearly noting the price request number and opening date and time as indicated.

Thank you for your interest in our District and participation in this RFP process.

The above RFP is advertised on Tuesday, November 15, 2016

Tuesday, November 22, 2016

_____ **ALL OFFERORS COMPLETE THIS SECTION:**

_____ **2016**

Upon execution of a Contract, the undersigned agrees to furnish, subject to provisions on the next page, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the proposal, when authorized by Purchase Order or Letter of Agreement issued by the Governing Board of the Oakland Unified School District.

Name under which

Business is conducted: PACIFIC RIM PRODUCE

Business street address: 202 FRANKLIN STREET, OAKLAND, CA 94607 Telephone: 510-832-8839

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that they are partners in the business (joint venture) named above and that they sign this proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this proposal with full authority to do so:

Corporate Name: PACIFIC RIM PRODUCE

Signed  _____ Typed Name EVA HOM Title VP

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of CALIFORNIA

GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING PROPOSALS:** Each proposal must be received in the Procurement Department, Oakland Unified School District 900 High St. Oakland, Ca.94601, by the time prescribed on the face of the proposal form. Each proposal shall be in a sealed envelope bearing the proposal number, the date, and hour specified for public opening.
2. **RESPONSIBILITY:** All proposals shall be signed with the firm name and by a responsible officer or employee.
3. **CORRECTIONS:** All prices and notations are requested to be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections made adjacent and shall be initiated in ink by person signing proposal. Verify your proposal before submission.
4. **ACCEPTANCE:** Quote on each item separately. Prices shall be stated in units specified, which will determine correct extensions. The District will not be responsible for errors in extensions. The right is reserved to reject any or all proposals; to waive any irregularities of informalities in any proposal; and to accept or reject any items on the proposal. No vendor may withdraw this proposal for a period of ninety (90) days after the date set for opening thereof.
5. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the price request specifically requires no substitutions. The vendor may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the vendor shall furnish samples and/or full descriptive information covering the product proposal on, properly marked, showing item numbers and page numbers on each sample or description upon request.
6. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
7. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the successful vendor, and if not destroyed by tests will upon request be returned at vendor's expense. The final decision as to whether the material or product is the equal to that specified shall be made by the School District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the cost of the tests shall be paid by the vendor. In all cases the District reserves the right to make tests it deems necessary.
8. **PATENT INFRINGEMENTS:** The successful vendor shall hold the Oakland Unified School District, its officers, agents, servants, and employees, harmless from liability of any nature or kind on account of use of any copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this proposal.
9. **DELIVERY:** It is understood that the vendor agrees to deliver prepaid all items to the address indicated on this proposal form. All costs for delivery, drayage, freight, or the packing of said articles are to be borne by the vendor.
10. **SALES TAX:** (A) Do not include California State Sales Tax in proposal; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in proposal; the district is not subject to same.
11. **DISCOUNT:** Cash discounts when stated on proposal shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's correct invoice in triplicate. Unless specified otherwise, cash discounts for a period of less than thirty (30) days will not be considered in determining a low vendor.
12. **NON-BIDDERS:** If a proposal is not made, please notify the District if you wish to remain on the mailing list.
13. **INTERPRETATIONS OF PROPOSAL DOCUMENTS:** All interpretations of the proposal conditions and/or specifications shall be made only by written addendum. The school District shall not be responsible for any other explanation or interpretation of the proposal document.
14. **LEGAL REQUIREMENTS:** All vendors are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
15. **COMMUNICATION OF AWARD:** Proposal award shall not become binding upon the School District until communication in writing to the successful vendor
16. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
17. **AFFIRMATIVE ACTION:** The vendor certifies that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

RFP SPECIFICS

SECTION A COMPENSATION; SELECTION; SCHEDULE; ETC.

1. Pricing and Compensation

The District reserves the right to, and may, negotiate any and all prices with the Vendor conditionally selected prior to award of contract to said vendor .

2. Selection Criteria

Proposals will be evaluated in accordance with **Section C** of this RFP using answers supplied by vendors submitting qualified proposals. The following evaluation criteria will be used:

- Cost (Up to 40 points)
- Sourcing of Produce (Up to 20 points)
- Traceability of Produce (Up to 15 points)
- Local, Small Local and Small Local Resident Enterprise Program Compliance/Utilization (Up to 5 points)
- Past Performance/Service Reliability (Up to 20 points)

3. RFP Schedule

The schedule for this RFP is as follows:

RFP Issuance	November 15, 2016
Last Day for Questions	November 23, 2016
Last Day for Answers to Questions	November 28, 2016
Proposals Due	December 1, 2016
Notice of Intent to Award	December 12, 2016
Award of Contract by District Board	January 11, 2017

Special Terms & Conditions

SECTION B

Read Carefully: Vendors are expected to examine the conditions, specifications, and all instructions of the proposal, as they are terms for award and binding. Failure to do so will be at the vendor's risk. Each vendor shall furnish the information required by the proposal. Statements or communications which serve to qualify or put conditions on any proposal, changes or additions to the proposal form, or any other modification of the proposal form which is not specifically called for may result in the District's rejection of the proposal as not being responsive. Non-conforming or qualified proposals (such as stipulation of minimum orders, date specific pricing and/or delivery requirements) are subject to rejection in their entirety.

Any questions regarding this proposal shall be directed to Robert Law, Assistant director, (510) 434-2253.

1. Award: The purpose of this is to award to a vendor for efficiency in ordering and delivery. Award may be made to one or more vendors, whichever is deemed to be in the best interest of OUSD. Awards will be based on low total cost, quality of the products, service, and delivery requirements. Notwithstanding, the District reserves the right to award proposals as deemed necessary and in best interest of the Nutrition Services Department. As the Fresh Fruit and Vegetable Program (FFVP) is grant funded changes to, including termination of the program, are possible if funds are not allocated to purchase product under this proposal.

Proposals must be substantially responsive on all items or proposal is subject to rejection. The District reserves the right, however, to accept or reject one or more items in the lot. An example may be, but is not limited to, rejection of an alternate item that is not considered equal or removal of a non-critical item that has clearly restricted availability and/or inflated unit pricing.

2. Vendor Criteria: All responding vendors shall meet the following minimum criteria for proposal submission. Award shall be based on, but not limited to the following:

√ Certify compliance by checking the boxes below:

- X Ability to meet the terms of Oakland Unified School District's requirements as called for in the specifications.
- Deliver products in appropriate containers that are clean, in refrigerated vehicles that are clean, and by personnel that are properly attired.
- Provide complete and accurate (preferably automated) billing as requested by the Cafeteria Accounting Department. We currently require monthly billing by site and also consolidated by product. Invoices payable monthly unless

otherwise agreed upon by Nutrition Services Department. Invoices must reflect PO number to initiate payment.

- Written HAACP Plan.
- Verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices. Please fill out reference section.

3. Sole Judge: The District will be the sole judge of the merits and qualifications of the products and of the ability of the vendor to meet District requirements. The District reserves the right to waive any irregularities or informalities in any price request, and to accept or reject any items thereon.

4. Term: The Contract is anticipated to run one (1) year after award. It is understood that products may be ordered up to the last day of the covered term; products should be received within 30 days thereafter.

The District may elect to extend the award for additional one (1) year periods, (or a lesser period if mutually agreeable) not to exceed a total of three (3) years, as it is in the best interest of the District. Any extension made upon mutual consent of the District and the vendor shall be at the same terms, conditions, and pricing structure per item, except where an approved increase has taken place.

5. Addendum: If it becomes necessary for the District to revise any part of this proposal, an addendum will be provided to all vendors prior to the proposal opening. Any addendum will be signed and included with your proposal response. Requests to amend any part of this proposal must be done in writing prior to the proposal opening to allow for appropriate action.
6. Contract Prices: All proposals will be based on a cost plus formula. This will consist of **your actual cost**, plus a fixed fee mark-up, which represents the percentage you will charge above your actual cost. The District reserves the right to request verification of actual costs (for example, copies of cancelled checks or invoices).
7. Delivery Schedule/Order Form: The successful vendor will be required to provide a *delivery schedule* outlining delivery days for each site upon award of the price request, which shall be approved by the district. If required, vendor must be able to revise the delivery schedule based on the needs of the District. Time is of the essence as to delivery.
8. Delivery Requirements: Deliveries are to be made direct to schools listed, in quantities as ordered by Nutrition Services personnel. All deliveries must be completed on Monday and Wednesday as required between 7:00 a.m.-12:00 p.m. Additional food service locations may be added or deleted during the life of the contract.

The successful bidder shall have an employee on duty at 8:00 a.m. or a local emergency phone number available where errors or lack of delivery can be reported.

Delivery slips, referencing the PO number and price request number, are to be provided in duplicate as follows: (1) Original copy signed by nutrition services employee receiving the material shall be left at the delivery location. (2) The vendor shall retain duplicate copy.

The successful bidder must deliver direct to locations as specified and shall not contract delivery. Trucks will be kept in good repair. Maintenance records must be available for inspections by District Personnel.

Timely delivery of all orders is expected to school sites and if unable to meet confirmed delivery schedule(s), as agreed upon, then after a two hour grace period, The District reserves the right to refuse a late delivery and will assume no financial obligation if the delivery is refused.

9. Driving on Premises: Contractor's representatives driving motor vehicles on District grounds will use extreme caution, especially when school is in session. Drivers will lock any gate or door to which they may have access, both when entering and/or leaving school grounds.
10. Orders: Orders will be placed (normally by phone or e-mail) by a designated District employee before delivery is required according to their needs. Vendor may be required to alter orders daily. Orders should not be accepted for items that are not on the proposal or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of Nutrition Services personnel whether payment will be made to the vendor for such items.
11. Usage: The quantities shown on specifications are estimates only, based on the information available at the time; however, the District reserves the right to order more or less than such quantities, to delete a line item or entire price request over the contract period.
12. Additional Items: The District reserves the right to add related items to the contract at any time during the period of the contract. Any items that may need to be added to this price request shall exhibit similar mark-up percentage as all other existing/awarded products on the price request. Vendor will provide the best pricing available based on type of item and quantity--which shall not exceed the actual cost plus fixed mark-up stated in proposal response. Evidence and documentation of cost (at invoice price) will be provided by the vendor upon request.
13. Legal Requirements: All products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. In accordance with California Department of Education's School Nutrition Program guidance manual all contracts with vendors that exceed \$100,000 need to have the following stipulation verbatim: "The Food Service Management Company (FSMC) must comply with section 306 of the Clean Air Act (42 USC Part 1857 [h]), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). ...violations will be reported to the USDA FCS and the United States EPA. The FSMC will not utilize a facility listed on the EPA List of Violating Facilities (A-102 14[I])."

LOCAL/SMALL LOCAL/ SMALL LOCAL RESIDENT POLICY PARTICIPATION REQUIREMENT

In 2008 the District instituted a local business policy, the Local/Small Local/ Small Local Resident Business Enterprise program ("L/SL/SLRBE"). The S/SL/SLRBE provides economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for goods and services.

The S/SL/SLRBE establishes a 20% minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. In addition, the program provides for preference points in negotiated professional services contracts and bid discounts in competitively bid contracts, up to 5 points or 50 % as the level of local, small local and small local resident business participation increases. (A copy of the District's S/SL/SLRBE may be found at www.ousd.k12.ca.us).

Prior to the issuance of a formal invitation for bid, the District determines that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 20% requirement may be re-set from 19% to 0%, depending on the particular circumstances at time of bid.

However, a proposer who demonstrates a minimum 20% small business or local resident employee participation will earn a bid discount 5% off its total bid, affording an advantage over a low bidder with no small business or local resident participation. (Public Contract Code section 2002).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

14. Specifications:

The vendor who is awarded this contract will meet or exceed the following minimum requirements:

- Ability to provide locally-grown produce. For the purpose of this quote, locally-grown is defined as within a 250 mile radius from Oakland, CA. Oakland Unified prefers locally-grown products whenever possible. Provide name and location of farms that items are purchased from one week prior to delivery. Products should be labeled designating local source (grower, address of farm). For the purposes of this proposal, "farm" is defined as the location where the produce is grown, not the address of a packing house or aggregation point.
- Vendor to establish written purchasing agreements with school district approved farmers. These agreements should indicate that the vendor is willing and able to purchase produce from these growers whenever possible.
- When asked by OUSD, the vendor to report the net price farmer will receive on a price per pound or price per case basis for product purchased.
- The vendor shall state the brand and item number bid; if none is indicated it is understood that the vendor is quoting the exact brand and number specified. If proposing product "equal to" the brand specified any differences should be clearly noted--include specifications and nutrient analysis. Vendors may propose any product equal to that specified. Certain specifications set forth herein for the purpose of establishing standards are not intended to preclude any vendor from bidding who can meet these specifications and requirements.
- Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available.
- Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products should be dated, showing a "produced on" or "pull" date.
- Vendors submitting proposals certify that no preservatives are used in the preparation of products.

For the 2016-2017 school year, Nutrition Services has been awarded federal grants for 26 schools to receive a fresh produce snack and nutrition education on the importance of eating fruits and vegetables.

The snack is provided 3-4 days during recess or in classrooms. The snack may not be consumed during regularly scheduled mealtimes.

Vendor will provide produce per specifications of OUSD FFVP buyer:

- Whole: washed, drained, no stickers, bagged or boxed in classroom amounts of about 30 students. For example, whole fuji apples, 138 size, 30 in bag.
- Cut: washed, dried, cut depending on usage, bagged or boxed in classroom amounts for about 30 students. For example, peeled cut jicama sticks, 3 lb. boxed.

- Pieces: washed, drained, no stickers, bagged or boxed in classroom amounts for about 30 students. For example, green seedless grapes, washed, dried, 3 lb. boxed.

Other requirements:

- Delivery to sites 1-2 times a week.
- Farm information, i.e. farm name, location, provided upon request.
- Food service personnel receiving produce may reject deliveries due to poor quality.
- Nutrition Services may request credit for spoiled or inferior product.

Answer the following questions related to OUSD's produce specifications. Feel free to attach additional pages if you need more space to provide a complete answer.

Please describe your company's ability to provide the district with locally-grown, source-identified produce. What systems do you have in place for tracking and labeling locally-grown produce?

Pacific Rim Produce has been proudly working with local growers since 1993. We pride ourselves with our relationships with small artisan growers. Our sliced apples are packed to order from a local company in Stockton, and our sweet oranges are from Airdrome in San Jose. Fresh, local, and California grown produce is our priority. We are able to provide locally grown produce because of our direct relationships with the farmers in the community, Bakersfield, Fresno, Salinas, Monterey and Santa Cruz Counties. Through our strong supplier partnerships, we maintain competitive pricing and assure supply availability. We use lot numbers for tracking purposes. We are also able to indicate name of farm on invoices for tracking and traceability and provide non stickers on fruits.

Please describe your relationships with farmers. Do you typically work with pack-houses, grower-shipper operations or with farmers directly? If you are able, please attach a list of farms that you regularly purchase from to this price request.

Our relationship with local farmers is very good. We have been working with local farmers since 1993. We do business throughout the year with approximately 50 local farmers ranging from small artisan growers to large farms. We typically work directly with the farmers first, then with grower-shipper operations. Our top four farms are:

AIR DROME/ SAN JOSE

BLT FARMS/ BAKERSFIELD

SANTA CRUZ FARMS/ SANTA CRUZ

SUPREMA STAR/ HOLLISTER

Does your company have a sustainability plan or philosophy? If so, please describe that here.

Pacific Rim Produce's sustainability program includes implementing practices that are good for the planet and people. We continue to upgrade trucks and equipment to reduce emissions and electricity. We recycle and compost. The warehouse have skylights and motion sensor lights. Our trucks are routed efficiently to reduce emissions. We are organic certified handlers.

15. Right to Inspect: The Oakland Unified School District reserves the right to inspect the facilities of the vendor prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the vendor is not capable of performance satisfactory to the school district, the price request will not be considered or it can be cancelled.
16. Non-Performance: The school district reserves the right to discontinue service, upon 24-hour notice, of all or any portion of any contract resulting from this proposal for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the contractor in default. Failure to furnish all items per the contract, in a timely manner, as specified, shall constitute unsatisfactory service.
17. Domestic Products: Federal regulations require that to the maximum extent possible, only domestic products are purchased for use in the National School Lunch Program. This requirement will be strictly adhered to. Any bidder intending to provide products produced or grown in a foreign country must include such information on their price request submission. Failure to include such information on the price request submission can result in product rejection at the vendor's expense.
18. Substitutions: The successful vendor must deliver the brands quoted and accepted by the District and meet the delivery time promised. Failure to supply the produce specified or to deliver within the time promised may result in cancellation of award. If circumstances beyond the vendor's control mandate the need for a substitution, approval must be obtained by the Nutrition Services Department prior to delivery. The vendor will be required to provide an equivalent product in quality, pack size and pricing. If specified product can be obtained by Nutrition Services from another vendor, Nutrition Services may bill back the vendor any difference in pricing and costs related to having to procure said product elsewhere.
19. Samples: Upon request, samples of items bid must be submitted for approval. Samples may be requested before award is made. Such samples shall be delivered as soon as possible and within five (5) working days after request at no charge to the District. Each sample must be clearly marked with the vendor's name, the proposal item number, the brand, stock number, and pack/serving size information. All samples shall become the property of the District. Failure to furnish samples as requested may be cause for rejection of the proposal.

20. Returns: Vendor shall issue credit to the District for all products returned from the school sites, including damaged and decaying products.

21. Non-Conformance to Specifications: If any product fails to meet specifications, the District may require, within a reasonable time as determined by the district, monetary restitution or in-kind replacement, at the District's discretion for the entire lot that failed.

A notice of products failing to meet specifications may result in contract termination. The vendor must absorb all costs resulting from termination for cause.

22. Service: The District requires a high level of service and support from the awarded vendor. Vendor will be held responsible for timely deliveries for all sites and follow-up as necessary. Partial shipments are discouraged. The goal is to receive complete orders without multiple deliveries or drop shipments.

23. Covenant Against Gratuities: The vendor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent representative of the vendor, to any officer or employee of the District with a view toward securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

24. Conflict of Interest: The awarded vendor shall disclose to the District the name of any officer, director, employee, or consultant who is also an employee of the District. The awarded vendor shall also disclose the name of any District employee who owns a significant stock interest of the awarded vendor's corporation, or any of its branches, or any other real or apparent conflict of interest with any District employee.

25. Non-Collusion: Vendors submitting proposals hereby certify that the proposal is genuine and not sham or collusive or made in the interest or behalf of any person not herein named, and that the vendor has not directly or indirectly, induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from bidding, and has not in any manner sought by collusion to secure for himself an advantage over any other vendor.

26. Insurance Requirements: The successful vendor will be required to meet District insurance requirements for Comprehensive General Liability, Products Liability, and Automobile Liability.

27. License: A valid business license is required.
Indicate number 304328__.

28. References and Statement of Experience/Qualifications:

References are required, even if you have done business with our District in the past. (List school districts or related food service institutions that your company has serviced for at least (3) three years.)

Reference Name and Phone

- 1) ALEXANDRA EMMOTT (OUSD) 510-434-2251
- 2) STEVE SPENCE (LUCKY SUPERMARKETS NO.CALIF) 925-833-6108
- 3) GARY RUGGIERO (RALEYS SUPERMARKETS) 916-928-7767
- 4) MANUEL AVILA (WHOLE FOODS) 510-662-3580 OR 415-520-0678

Please provide a brief statement of your company's qualifications for servicing OUSD. Include information about the length of time you have been in operation, strengths and successes, your areas of specialization and expertise, and any other relevant information that will assist OUSD in evaluating your application.

_ Locally owned and family operated, Pacific Rim Produce is a minority owned Oakland business established in 1993. The company has been providing quality produce to schools, supermarkets, restaurants, food processors, food service delivery companies, offices, shipping companies, and meal subscription service companies. Company president, John Wong has a wealth of knowledge and experience spanning over 30 years. We are able to provide farm of origin on invoices, as well as monthly sourcing reports to meet reporting requirements for government and sustainability programs and tracking and traceability. We are valued produce partner for OUSD K-12 lunch, after school program, and the Farmer's Market program. We currently deliver to over 45 sites including two central kitchens. We also work with OUSD direct growers (for example the Grape Guys Company) to transport produce to OUSD individual sites. Our strengths include our "on time" deliveries to all sites, attention to detail, the ability to work with the food service coordinators, and strong supplier partnerships with local growers (within 250 miles). We also work with Alameda County Office of Education and source locally grown produce to the schools. Our dedicated team members work with the chefs at Mtn View School District and also school lunch delivery companies that cater to private schools. Our clients also include Whole Foods Market, Raley's Supermarkets, Safeway, and Lucky's Supermarkets. We specialize in working directly with growers to meet your produce specs. In addition to fresh fruits and vegetables, our product line includes tofu, fresh squeezed juices, oils, and dairy. Our facility is GMP Food Safety Certified with a high score of 96%.

-
29. There is a nutrition education element to the Fresh Fruit and Vegetable Program. Does your company provide any kid-friendly nutritional materials about the fresh fruits and vegetable you provide? If so, please explain what

materials you could provide and what the additional cost would be for those materials.

Yes, in partnership with our growers, we would be able to provide materials upon request. _____

30. Delivery Trucks: List number/type of owned trucks—

- 31. ISUZU VIN # 00955
- 32. INTERNATIONAL VIN #51493
- 33. FREIGHTLINER VIN # 53854
- 34. FREIGHTLINER VIN #J5268
- 35. ISUZU VIN #01483#01959
- 36. FREIGHTLINER VIN #V8816
- 37. ISUZU VIN #01959
- 38. TOYOTA VIN
#15746 _____

39. District Contact: Note primary contact person responsible for monitoring our account (order status, deliveries, etc.)

Name: EVA HOM OR JOHN WONG Title: _VP_
Office Phone: _____ 510-832-8839
Cell phone or pager: _510-224-8734 OR 510-224-8738

40. Certification of Compliance: Vendors, by the act of submitting and signing proposal form, certify that they meet all of the criteria, terms, and conditions stipulated throughout the proposal document.

41. Proposal Submission: All proposals must be signed and submitted by the time and date indicated to the Procurement Department, Attention: Robert law, 900 High St, 2nd Floor, Oakland, California, 94601 in a sealed envelope. The District will not be responsible for proposals received that are late and/or not clearly identified.

SECTION C

NUTRITION SERVICES



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

The District has chosen to implement a point system to make awards. The following scoring system will be used in determining which of the three lowest bidders will most closely meet the best interests of the District. There is a possible score of 100 points.

1. COST:

Lowest cost will be determined by total cost of all line items bid multiplied by total anticipated usage for each item. O.U.S.D. reserves the right to award bid on locally grown produce prices only.

Lowest Bidder – 40 points

Second Lowest – 30 points

Third Lowest - 25 points

2. SOURCING

2.1 Geographic Preference, Provide produce grown within a 250 mile radius of Oakland, Ca.

Rated Best Able to Meet Guidelines - 20 points

Rated 2nd Best Able to Meet Guidelines - 15 points

Rated 3rd Best Able to Meet Guidelines - 10 points

3. Traceability Provide information regarding the farm of origin of locally and non-locally grown products (whole and processed produce) including: a list of farms and products sourced from each farm, unique product identification numbers for locally grown products from aggregated products, and farm of origin information clearly marked on each case delivered to cafeterias. If produce not purchased directly from a farm please provide as much information as available regarding the source of produce. A sample of a traceability report will be requested with any produce samples provided.

Rated Best Able to Meet Guidelines- 15 points

Rated 2nd Best able to Meet Guidelines- 10 points

Rated 3rd Best Able to Meet Guidelines - 10 points

Rated 3rd Best Able to Meet Guidelines- 5 points

4. Local/Small Local / Small Local Resident Business Enterprise Participation Requirement. (S/SL/SLRBE)

The S/SL/SLRBE establishes a 20% minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. If at least three L/SL/SLRBE's are not certified to provide required services, then the

requirement may be waived, or the 20% requirement may be re-set from 19% to 0% at the discretion of the District. **See page 7**

A proposer who demonstrates a minimum 50% small business or local resident employee participation will earn 5 points.

A proposer who demonstrates a minimum 40% small business or local resident employee participation will earn 4 points.

A proposer who demonstrates a minimum 30% small business or local resident employee participation will earn 3 points.

A proposer who demonstrates a minimum 20% small business or local resident Employee participation will earn 2 points.

5. Past Performance /Service Reliability with Large School Districts (Requiring site to site delivery)

Awarded Vendor must have a proven ability to deliver high quality produce in a timely manner, to a large customer with multiple sites, requiring daily and or weekly deliveries. References of past and present customers may be checked to determine ability to meet required service levels.

Rated Best Able to Meet Service Requirements-	20 Points
Rated 2 nd Best Able to Meet Service Requirements-	10 Points
Rated 3 rd Best Able to Meet service Requirements-	5 Points

Total _____

SIGNATURE PAGE

The undersigned has read the specifications, instructions, conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and to deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:



By: **X** _____
order.

Delivery 03 days from date of

SIGNATURE REQUIRED

Printed Name & Title: EVA HOM

Name of firm: 28 DAYS ___ Terms : Cash Discount - ___0___% ___0___days.

Address: 202 FRANKLIN STREET OAKLAND, CA 94607
CITY STATE ZIP

Remit Address: 202 FRANKLIN STREET,
OAKLAND, CA 94607 _____
CITY STATE ZIP

Phone: (510) 832-8839

FAX: (510) 832-8840

Website: www.pacificrimproduce.com E-mail: eva@pacificrimproduce.com

Remember to complete:

- ⇒ List of Questions and References
- ⇒ District Contact
- ⇒ Delivery Truck Information
- ⇒ Original Signature Above

Fresh Fruit and Vegetable Program Delivery Locations, 2016-2017

International Community	2825 International Blvd 94601
Rise Community	8521 A Street, 94619
Think College Now	2825 International Blvd

ACORN WOODLAND	1025 81 st Ave., 94621
Lafayette	991 14 th St. 94607
ESPERANZA	10315 E St., 94603
GARFIELD	1640 22 nd Ave., 94606
COMMUNITY UNITED	6701 International Blvd 94621
HOOVER	890 Brockhurst St., 94608
Fred T. Korematsu	10315 E. Street, 94603
LEARNING W/OUT LIMITS	2035 40 th Ave., 94601
MANZANITA SEED	2409 E 27 th , 94061
Markham	7220 Krause Ave,94605
Burckhalter	3994 Burckhalter Ave. 94605
Fruitvale	3200 Boston Ave, 94602
FUTURES/COMMUNITY UNITED	6701 International Blvd, 94621
ENCOMPASS	1025 81 st Ave., 94621
Ascend	3709 East 12 th Street, 94601

Horace Mann Elementary	5222 Ygnacio Ave. 94601
Madison Park Lower Campus Elementary	400 Capistrano Drive, 94603
Martin Luther King Elementary	960 10 th Street, 94607
Parker Elementary	7929 Ney Ave. 94605
PLACE @ Prescott Elementary	920 Campbell Street, 94607
Bridges Academy	1325 53 rd . Ave. 94601
Reach Elementary	9860 Sunnyside Street, 94603
Sankofa Elementary	581 61 St. 94609

Item Class.	Amount Per	estimated poundage for 400 classes	approximate times served in a year	year total pounds-column b x	Year total price per item.	SERVIN	TOTAL
Ambrosia apple 32 ct. 7#		2800	2	5600	\$ 13.50	800	\$ 10,800.00
apple - honeycrisp 32ct 6.95#		2780	2	5560	\$ 15.25	800	\$ 12,200.00
Apricots 35ct 5#(35 ct.)		2000	2	4000	\$12.75	800	\$ 10,200.00
apriums 35 ct. 7 #		2800	1	2800	\$12.50	400	\$ 5,000.00
baby spinach 10 oz.		250	1	250	\$1.75	400	\$ 700.00
blood oranges smiles 2.5#		1000	3	3000	\$11.50	1200	\$ 13,800.00
Blueberries 2x 18 oz.		900	2	1800	\$14.25	800	\$ 11,400.00
Bosc pear 34 ct. 7#		2800	2	5600	\$9.00	800	\$ 7,200.00
Broccoli florets 2#		800	3	2400	\$4.50	1200	\$ 5,400.00
Cantaloupe melon smiles 4#		1600	2	3200	\$8.00	800	\$ 6,400.00
cara cara quarters 32 ct. 3#		1200	3	3600	\$11.25	1200	\$ 13,500.00
carrot sticks - 5#		2000	3	6000	\$9.00	1200	\$ 10,800.00
carrots/ranch 32 ct. 5# Bolthouse veggie snackers		2000	2	4000	\$12.00	800	\$ 9,600.00
cauliflower floret 3#		1200	3	3600	\$7.00	1200	\$ 8,400.00
celery sticks 3#		1200	3	3600	\$4.50	1200	\$ 5,400.00
cherry tomatoes 2#		800	3	2400	\$5.25	1200	\$ 6,300.00
clementine's 32 ct. 8#		3200	3	9600	\$8.00	1200	\$ 9,600.00
Cucumber coins 3#		1200	4	4800	\$6.75	1600	\$ 10,800.00
cucumber spears 3.5#		1400	4	5600	\$7.50	1600	\$ 12,000.00
cuties 32 ct. 8#		3200	6	19200	\$8.00	2400	\$ 19,200.00
D'anjou pears (150) - 32 bag 9.45#		3780	2	7560	\$9.00	800	\$ 7,200.00
grapes 3#		1200	2	2400	\$11.00	800	\$ 8,800.00
green apple slices 4#		1600	2	3200	\$12.00	800	\$ 9,600.00
jicama sticks 2.5#		1000	6	6000	\$5.75	2400	\$ 13,800.00
kiwi quarters 2#		800	2	1600	\$6.25	800	\$ 5,000.00
mango wedge with skin 3#		1200	3	3600	\$9.75	1200	\$ 11,700.00
melon - 35 wedges with rind 4#		1600	2	3200	\$7.00	800	\$ 5,600.00
Minelola Tangelo's 32 ct. 8.3#		3320	4	13280	\$8.00	1600	\$ 12,800.00
mini sweet peppers 2#		800	2	1600	\$8.50	800	\$ 6,800.00
Mixed berries - 3# -		1200	3	3600	\$11.50	1200	\$ 13,800.00
Naval orange quarters 40 ct. 3#		1200	6	7200	\$9.75	2400	\$ 23,400.00
nectarines or peaches small 35 ct. 5#		2000	3	6000	\$10.50	1200	\$ 12,600.00
Persimmons quartered 3#		1200	3	3600	\$5.75	1200	\$ 6,900.00
pineapple sticks 5#		1200	4	4800	\$14.00	1600	\$ 22,400.00
pink lady apples 6#		2400	3	7200	\$6.25	1200	\$ 7,500.00
pluots - whole washed 32 6.5#		2600	2	5200	\$12.50	800	\$ 10,000.00
Pomegranate Seeds 4x4.4oz		440	4	1760	\$1.50	1600	\$ 2,400.00

\$ 369,000.00