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Enactment Date	6/26/2024 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Roland Broach, Interim Executive Director, Nutrition Services Department

Meeting Date June 26, 2024

Subject Approval of Amendment No. 1 - Produce, Fresh Fruits and Vegetables Contract - Pacific Rim Produce - Nutrition Services Department

Ask of the Board Approval of Amendment No. 1 - Produce, Fresh Fruits and Vegetables Supply Agreement with Pacific Rim Produce, Nutrition Services Department

Background and Recommendation Approval by the Board of Education of Amendment No. 1 to Produce, Fresh Fruits and Vegetables Contract by and between Oakland Unified School District and Pacific Rim Produce, Alameda, CA to exercise a one-year option to renew the Produce, Fresh Fruits and Vegetables Contract for the period July 1, 2024 through June 30, 2025, for an amount not to exceed \$1,900,000.00.

Due to an increase of goods and services due to inflation, including increases in labor costs, fuel costs and added procedures due to the COVID-19 Pandemic, an increase in the amount from the previous contract is hereby requested.

Term Start Date: July 1, 2024 End Date: June 30, 2025

Not-To-Exceed Amount \$1,900,000.00

Competitively Bid Yes, RFP No. 22-131NS was awarded on June 7, 2013.

If the Service Agreement/Contract was not competitively bid and the not-to-exceed amount is more than \$1,750,000.00, list the exception(s) that applies (requires Legal review/approval and may require a resolution):

Funding Source(s) 5310 - Child Nutrition School Program, in an amount not to exceed \$1,900,000.00

Attachment(s)

- Amendment No. 1
- Supplier Renewal Offer Letter
- Supplier Updated Pricing
- 23-1026 - Award of RFP No. 22-131 NS and Template Agreement Fresh Fruits and Vegetables - Pacific Rim Produce - Nutrition Services Department

AMENDMENT NO. 1

to

Produce, Fresh Fruits and Vegetables Contract

RFP No. 22-131NS

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the Agreement remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. Services.

The SERVICES are unchanged.

The SERVICES have changed as indicated below:

A description of the changes in the SERVICES is attached.

The changes in the SERVICES involve the following:

B. Term.

The term of the AGREEMENT is unchanged.

The term of the AGREEMENT has changed as indicated below:

Original End Date: June 30, 2024

New End Date: June 30, 2025

C. Compensation.

The not-to-exceed amount in the AGREEMENT is unchanged

The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is \$1,800,000.00.

The original not-to-exceed amount

shall be increased by: \$100,000

OR The original not-to-exceed amount shall be decreased by: \$N/A

The new not-to-exceed amount is \$1,900,000.

D. Insurance. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability

Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.

- E. Suspension. To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
- F. Legal Notices. To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.
2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
 3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.
 4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: MILLY HOM

Signature: 

Position: ACCOUNT REP / PURCHASING DIRECTOR SCHOOLS & RETAIL

Date: 5/29/2024

OUSD

Name:



6/27/2024

Signature:

Benjamin Davis, President, BOE

Position:

Date:

Board President (for approvals) Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell

Date:

Position: Superintendent



6/27/2024

Signature:

Kyla Johnson-Trammell, Superintendent & Secretary, BOE

Template approved as to form by OUSD Legal Department



Pacific Rim Produce
584 Eccles Ave.
South San Francisco, California. 94080
www.pacificrimproduce.com

To: Oakland Unified School District

May 27, 2024

We are writing to inform you of the price increase to the fixed cost for the 2024-2025 school year. We have increased the fixed cost from \$2.50 to \$3.50 due to the following reasons.

- Increase in labor cost
- Increase in fuel cost and truck maintenance
- Increase in cost of goods at grower level and packaging
- Implementation of new software for more accurate traceability and tracking
- New GPS software which will give real time delivery times

Please let me know if you have any questions. Thank you for your continued support. We appreciate and value our relationship with Oakland Unified School District.

Thank you,

Milly Hom

Attachment "18" - ITEMIZED BID LIST TO BE SUBMITTED WITH PROPOSAL									
Item (i.e. Apples, Variety (if applicable)) Note: Please add rows to include multiple varieties for seasonal items.	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Plus Fixed Fee	Variety Offered	Origin by Timeframe Offered	New Bid Price		Bid Price	Extended Price (Total)
Cucumber	8100	36 count case	Cost Plus FF		Mex	\$ 22.75	\$ 184,275.00	\$ 16.75	\$ 135,675.00
Apple, Red (Multiple varieties, no commodity varieties like "Red Delicious" or "Red." Please specify.)	6100	138ct	Cost Plus FF	Red, Pink Lady, Granny Smith, Honeycrisp, Fuji,	USA	\$ 25.90	\$ 157,990.00	\$ 25.90	\$ 157,990.00
Carrot	2925	8/5#	Cost Plus FF	Baby Peel	USA	\$ 39.20	\$ 114,660.00	\$ 42.25	\$ 123,581.25
Carrot		5# bag	Cost Plus FF	Baby Peel	USA	\$ 5.50	\$ -	\$ 5.50	\$ -
Pear (Multiple Varieties. Please Specify.)	3868	150 count case	Cost Plus FF	Bosc and Danjou	USA	\$ 31.90	\$ 123,389.20	\$ 29.90	\$ 115,653.20
Romaine	3608	6/2 lb case	Cost Plus FF		USA	\$ 21.40	\$ 77,211.20	\$ 20.65	\$ 74,505.20
Romaine		2# bag	Cost Plus FF		USA	\$ 3.95	\$ -	\$ 4.92	\$ -
Orange (Multiple Varieties. Please Specify.)	3514	138 count case	Cost Plus FF	Valenica and Navel	USA	\$ 28.90	\$ 101,554.60	\$ 19.50	\$ 68,523.00
Mandarin	3273	22lbs 100-120ct	Cost Plus FF	Tangerine/Satsuma	USA	\$ 27.50	\$ 90,007.50	\$ 27.50	\$ 90,007.50
Tomato, Cherry/Grape	2748	12 pint count case	Cost Plus FF		MEX	\$ 19.50	\$ 53,586.00	\$ 17.50	\$ 48,090.00
Tomato, Cherry/Grape		1 pint	Cost Plus FF		MEX	\$ 2.25	\$ -	\$ -	\$ -
Plum (Multiple Varieties. Please Specify.)	2325	22lb 120-140ct	Cost Plus FF	Red and Black	USA	\$ 23.50	\$ 54,637.50	\$ 22.50	\$ 52,312.50
Jicama	2200	4/5 lb case	Cost Plus FF		MEX	\$ 76.80	\$ 168,960.00	\$ 76.80	\$ 168,960.00
Jicama		5# tray	Cost Plus FF		MEX	\$ 21.60	\$ -	\$ 21.60	\$ -
Banana, Petite	2128	150 count case	Cost Plus FF		ECUADOR	\$ 23.50	\$ 50,008.00	\$ 22.00	\$ 46,816.00
Carrot	2,100	100/2.6-OZ	Cost Plus FF		USA	\$ 24.00	\$ 50,400.00	\$ 23.00	\$ 48,300.00
Honeydew	2030	4-8 count case	Cost Plus FF		USA	\$ 20.50	\$ 41,615.00	\$ 17.50	\$ 35,525.00
Cantaloupe	1012	12ct	Cost Plus FF		USA	\$ 21.50	\$ 21,758.00	\$ 18.50	\$ 18,722.00
Apple, Sliced	2000	100/2oz	Cost Plus FF		USA	\$ 29.95	\$ 59,900.00	\$ 33.50	\$ 67,000.00
Apple, Red (Multiple varieties, no commodity varieties like "Red Delicious" or "Red." Please specify.)	1900	150-163 count case	Cost Plus FF	organic	USA	\$ 34.90	\$ 66,310.00	\$ 39.90	\$ 75,810.00
Peach (Multiple Varieties. Please Specify.)	1702	80-100ct	Cost Plus FF		USA	\$ 23.50	\$ 39,997.00	\$ 22.50	\$ 38,295.00
Strawberry	1687	8/1 lb case	Cost Plus FF		USA	\$ 18.50	\$ 31,209.50	\$ 15.50	\$ 26,148.50
Pineapple	1511	6-7 count	Cost Plus FF		COSTA RICA	\$ 19.50	\$ 29,464.50	\$ 17.50	\$ 26,442.50
Kale, Chopped Salad	280	5#	Cost Plus FF	5# bag	USA	\$ 22.00	\$ 6,160.00	\$ 18.75	\$ 5,250.00
Pluot	1200	25 lb case (Volume Fill 150	Cost Plus FF		USA	\$ 23.50	\$ 28,200.00	\$ 22.50	\$ 27,000.00
Pear, Asian Apple	587	96ct	Cost Plus FF	96ct	USA	\$ 43.70	\$ 25,651.90	\$ 27.25	\$ 15,995.75
Kiwi	1052	19 lb case (117 ct)	Cost Plus FF			\$ 37.90	\$ 39,870.80	\$ 29.00	\$ 30,508.00
Kiwi Organic		19 lb case (117 ct)	Cost Plus FF		USA	\$ 41.95	\$ -	\$ -	\$ -
Nectarine (Multiple Varieties. Please	1011	88-96 count count case	Cost Plus FF		USA	\$ 23.50	\$ 23,758.50	\$ 22.50	\$ 22,747.50
Celery	797	4/5 lb case	Cost Plus FF		USA	\$ 35.00	\$ 27,895.00	\$ 35.00	\$ 27,895.00
Celery		5# bag	Cost Plus FF		USA	\$ 10.25	\$ -	\$ 35.00	\$ -
Blueberry	778	12/6 ounce	Cost Plus FF		USA	\$ 24.00	\$ 18,672.00	\$ 21.00	\$ 16,338.00
Strawberry	562	8/1 lb case	Cost Plus FF		USA	\$ 30.50	\$ 17,141.00	\$ 24.50	\$ 13,769.00
Tangerine, Tangelo	528	22lbs 100-120ct	Cost Plus FF		USA	\$ 27.50	\$ 14,520.00	\$ 27.50	\$ 14,520.00
Grape, Red	500	21 lb case	Cost Plus FF		USA	\$ 39.00	\$ 19,500.00	\$ 33.00	\$ 16,500.00
Watermelon, Seedless	334	5/6ct	Cost Plus FF		USA	\$ 33.00	\$ 11,022.00	\$ 33.00	\$ 11,022.00
Bell Pepper, Red	428	25 lb case	Cost Plus FF		USA	\$ 29.50	\$ 12,626.00	\$ 26.00	\$ 11,128.00
Spinach, Baby	427	4 lb case	Cost Plus FF		USA	\$ 12.75	\$ 5,444.25	\$ 12.25	\$ 5,230.75
Broccoli	392	4/3-LB	Cost Plus FF		USA	\$ 24.00	\$ 9,408.00	\$ 23.00	\$ 9,016.00
Broccoli		3# bag	Cost Plus FF		USA	\$ 6.75	\$ -	\$ -	\$ -
Kale, Green Curly	278	24 count case	Cost Plus FF		USA	\$ 22.00	\$ 6,116.00	\$ 22.00	\$ 6,116.00
Celery	138	100/2oz	Cost Plus FF		USA	\$ 45.50	\$ 6,279.00	\$ 54.00	\$ 7,452.00
Attachment "18" - ITEMIZED BID LIST TO BE SUBMITTED WITH PROPOSAL									
Item (i.e. Apples, Variety (if applicable)) Note: Please	Quantity	Preferred Pack/ Size	Cost Plus	Variety Offered	Origin by	New Bid		Bid Price	
Onion	1012	5# bag	Cost Plus FF		USA	\$ 13.00	\$ 13,156.00	\$ 13.00	\$ 13,156.00

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Enactment Date	6/7/2023 CJH



Board Cover Memorandum

To Board of Education

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

Meeting Date June 7, 2023

Subject Request for Award of Bid and Approval of Produce, Fresh Fruits and Vegetables Contract

Ask of the Board Approval by the Board of Education to award bid (RFP No. 22-131NS: Produce, Fresh Fruits and Vegetables) and contract between the Pacific Rim Produce, Alameda, CA for the latter to provide fresh fruits and vegetable products, as the responsible bidder in an amount not to exceed \$1,800,000.00 for one year commencing on July 1, 2023 with two (2) one-year options to renew upon further approval of the Board.

Background and Discussion The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. Fresh fruits and vegetables products are necessary purchases for these programs. On January 27, 2023, Nutrition Services advertised Request for Proposal (RFP) RFP No. 22-131NS. Six vendors responded to the RFP. This vendor was evaluated and selected on the following criteria: cost of goods, supporting socially disadvantaged farmers, traceability, delivery, experience, safety and local farmer outreach, and local geographic preference.

Fiscal Impact Funding resource(s): 5310 Child Nutrition School Program in an amount not to exceed \$1,800,000.00

Attachment(s)

- Pacific Rim Produce Signed Agreement
- Notice of Intent to Award Bid RFP No. 22-131NS
- Pacific Rim Response to RFP No. 22-131NS
- OUSD RFP No. 22-131NS

TEMPLATE AGREEMENT
Fresh Produce (RFP # 22-131NS)

This Agreement (“Agreement”) dated as of July 1, 2023 (“Effective Date”), is made and entered into by and between the Oakland Unified School District (“OUSD”) and Pacific Rim Produce (“Vendor,” together with OUSD, the “Parties” or each individually a “Party”).

For the consideration stated below, the Parties hereby agree as follows:

1. **CONTRACT DOCUMENTS.** The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for Proposal number 22-131NS (“RFP”) and Vendor’s Proposal in response thereto, Noncollusion Affidavit, Bidder’s Statement Regarding Insurance Coverage, Workers’ Compensation Insurance Certificate, Equal Opportunity Employment, Fingerprinting / Criminal Background Investigation Certification, Certificate of Independent Price Determination, Suspension and Debarment Certification, Iran Contracting Act of 2010 Compliance Affidavit, Good Food Purchasing Resolution, Good Food Purchasing Bidding Vendor Pledge, No Prohibited Interest/Conflict of Interest Declaration, Certificate Regarding Lobbying, Disclosure of Lobbying Activities, Proposal Signature Page Form, Specifications- Delivery Locations- Pricing Sheets, and all modifications, addenda, bulletins, and amendments.

2. **PROVISION OF FRESH PRODUCE.** Vendor was selected as the highest ranked proposer to provide the following: Fresh Produce. The Fresh Produce shall be delivered in strict accordance with local health and safety requirements, the Contract Documents and all provisions of the complete Agreement as herein defined. Vendor shall be liable to OUSD for any damages arising as a result of a failure to fully comply with this obligation, and Vendor shall not be excused with respect to any failure to fully comply with the requirements of the Contract Documents.

Subject to the power and authority of the District as provided by law in this Agreement, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this Agreement.

Individual orders of Fresh Produce will be placed on-line no later than **8:00 AM (3)** business days prior to the next scheduled delivery date. OUSD reserves the right to revise as necessary an order no later than 9:00 am the morning preceding any delivery. Each order placed by OUSD will include OUSD assigned order number for the product, quantity, approved product code and product description.

3. **TERM; EFFECTIVE DATE; AMOUNT OF AGREEMENT.** The term of this Agreement shall be for the 2023-2024 fiscal year, unless terminated earlier pursuant to Section 15 (Termination). This Agreement may be renewed by mutual agreement of the Parties for up to two (2) additional twelve (12) month periods not to exceed three (3) years. This renewal is contingent upon competitive pricing and upon all terms and conditions of this Agreement having been met to the satisfaction of OUSD.

4. **INSPECTION AND APPROVAL.** Vendor agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Fresh Produce.

- a. In accordance with Section 5 (Compensation), the Fresh Produce must meet the approval of OUSD, and OUSD reserves the right to direct Vendor to correct any defects in the Fresh Produce, in whole or in part, if OUSD, in its sole discretion, determines that the Fresh Produce does not comport with this Agreement.
- b. If a product is rejected at time of delivery, a credit is to be issued for the product.
- c. Upon notification by OUSD, Vendor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to OUSD. A notice of products failing to meet specifications may result in contract termination.

5. COMPENSATION. OUSD agrees to pay Vendor for satisfactorily delivering Fresh Produce in accordance with this Section, Section 10 (Invoicing), and Exhibit A.

- a. The dollar amount of this Agreement shall not exceed \$2,000,000.00 per fiscal year. It shall be the responsibility of the Vendor to ensure that the approved not-to-exceed amount of the Agreement is not exceeded. Any products or services provided in excess of said amount shall not be compensated. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Vendor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs. Vendor shall provide all equipment, materials, and supplies necessary to complete delivery of the Fresh Produce in accordance with this Agreement.
- b. OUSD shall not pay and shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor not described in Exhibit A.
- c. Payment for Fresh Produce shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after Vendor submits an invoice to OUSD, in accordance with Section 10 (Invoicing), for Fresh Produce actually delivered and after OUSD's written approval that Fresh Produce items were actually delivered. The granting of any payment by OUSD, or the receipt thereof by Vendor, shall in no way lessen the liability of Vendor to correct any defects with the Fresh Produce, even if the defects were not apparent or detected at the time a payment was made.
- d. Vendor agrees that it shall not expect or demand payment for the delivery of Fresh Produce delivered outside of the Term of this Agreement. Vendor acknowledges and agrees not to expect or demand payment for any Fresh Produce delivered prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
- e. All shipments shall be made F.O.B. destination, Oakland, California. F.O.B. destination indicates that the seller is responsible for shipment until it is tendered

to OUSD. OUSD will not pay for shipping and handling, nor shall OUSD pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of OUSD. Should it be necessary to refuse delivery of any product(s), Vendor shall be responsible for the cost of retrieving same.

6. **PRODUCT SUBSTITUTION.** Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by OUSD. If during the course of this Agreement there is a manufacturer's brand change or reformulation of the product, the Vendor shall not automatically substitute the product. Vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by OUSD for approval prior to further shipment. OUSD shall be the sole judge of whether the product(s) are acceptable. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced.

7. **QUANTITY AND QUALITY OF MATERIALS AND SERVICES.** Vendor shall furnish and deliver the products /services designated by this Agreement. All materials, supplies or services furnished under the Agreement shall be in accordance with the District specifications, the District sample, or the sample furnished by the Vendor and accepted by the District. Materials or supplies which, in the opinion of the District, are not in accordance and conformity with the District's specifications shall be rejected and removed from the District's premises at Vendor's expense. All items of equipment and individual components, where applicable standards have been established shall be listed by the Underwriter Laboratories, Inc., (UL) and bear the UL label.

8. **PAYMENT DOES NOT IMPLY ACCEPTANCE OF PRODUCTS.** No payment shall in any way lessen the liability of Vendor to remedy or replace unsatisfactory work, service, products, equipment, or materials, if the unsatisfactory character of such work, service, products, equipment or materials was not detected at the time of payment. Service, products, materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by the District and in such case must be remedied or replaced by Vendor pursuant to section 4. Nothing in this Section shall preclude, limit, or waive any other remedy or remedies available to the District.

9. **DELIVERIES TO DISTRICT.** Food items should be clearly labeled and palletized by school name. The Vendor shall be responsible for delivery to all school locations designated by the District (F.O.B. Destination). The number and location of delivery sites is subject to change. The District will provide Vendor with a schedule of deliveries. The Vendor shall furnish all labor, materials, costs incurred and equipment necessary for the delivery of items specified herein to the District's facilities on a scheduled basis. All work shall be performed in a thorough and workman-like manner under the administration of, and to the approval of the District. Two copies of an itemized delivery form will be left with the site representative. Shortages, damaged and unacceptable items will be noted on the delivery slip. Items not accepted must not be billed to the District. The District reserves the right to reject any product. The Vendor shall notify OUSD's Nutrition Services Department at least 72 hours prior to the regular delivery of any unfilled order to allow sufficient time to order a substitute item. Emergency next day deliveries may occasionally be required.

10. INVOICING. Invoices furnished by Vendor under this Agreement must be in a form acceptable to OUSD.

- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: Vendor name, Vendor address, invoice date, invoice number, purchase order number, name of school or department to which Fresh Produce items were delivered, date(s) of delivery, brief description of Fresh Produce items, the total invoice amount, and the basis for the total invoice amount.
- b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform Vendor of the missing items; Vendor shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
- c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD is not responsible to pay untimely invoices.
- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify Vendor in writing and the new or modified requirements shall be mandatory upon receipt by Vendor of such notice.
- e. All invoices furnished by Vendor under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
- f. Vendor shall issue credits for products that do not meet the District's standards such as: Product shortage upon delivery; product quality; food safety and/or sanitation; specifications set forth in the RFP/bid.

11. ALLOWABLE COSTS. The costs incurred by Student Nutrition Services for the benefit of school children are deemed allowable within the National School Lunch Program. Allowable cost will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. (7 CFR 210.21(f)(1)(i)). The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or that the Vendor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. (7 CFR 210.21(f)(1)(ii)).

12. DOCUMENTATION. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Any and all documents, books, records, invoices, and/or quotations of District's purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of

the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the District, State, and Federal representatives and auditors in accordance with Federal regulations. Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions. The District may require written documentation of those items, which are covered by the Child Nutrition Program. Additional information may be required, and must be provided, upon request by the District, regarding the National Labeling and Education Act (NLEA) of 1990. Vendor shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and other data related to Fresh Produce covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor consents otherwise. In the event that OUSD discovers through its contract monitoring process or formal auditing process that materials or products were priced incorrectly, Vendor agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

13. **FOOD SAFETY.** Vendor shall comply with all federal, state, and local mandates regarding food safety and Vendor is expected to have adequate controls in place to ensure the safety of the food and beverages provided.

- a. “Best Served On” Information. Vendor shall provide a “best served on” date or “use by” date for any pre-cut or processed products. Vendor shall follow appropriate procedures for First In, First Out (FIFO) stock rotation system.
- b. Deliver Vehicle Conditions. All vehicles and containers used for transporting foodstuffs must be kept clean and maintained in good repair and condition in order to protect foodstuffs from contamination, and must be designed and constructed to permit adequate cleaning and/or disinfection.
- c. Packing, Crating, Cartage. The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated by OUSD. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases of packages may be rejected and returned for credit or immediate replacement at no cost to OUSD for product or freight. Cases or products shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by Vendor. Whole, ready to eat fruits shall be delivered without stickers on individual pieces of fruit.
- d. Product Quality Controls. All products must follow the specifications indicated. All products must be fresh, unless otherwise specified. All processed fruits and vegetables must be sealed in airtight packaging. In the event of product quality failure, provision must be made for pickup, exchange, and issuance of appropriate credit. Product shelf life shall not be less than three (3) to seven (7) days from date of delivery. Products should be dated, showing a “produced on” or “pull” date. Vendor certifies that no preservatives will be used in the preparation of

products.

- e. Product Recalls. If a product recall is instituted on an item that has been furnished and delivered to OUSD, Vendor must immediately notify OUSD with all pertinent information regarding the recall. Vendor must provide 100% traceability for all items affected by a recall.
- f. Refrigeration. All produce that is required to be delivered refrigerated shall be delivered in refrigerated trucks maintaining goods at 41 degrees Fahrenheit or less. Temperature logs must be provided as requested by OUSD.
- g. Safety and Sanitation. All articles delivered under this Agreement must conform to the Safety Orders of the State of California, Division of Industrial Safety. Vendor shall provide Material Safety Data Sheets (MSDS) upon request by OUSD. During all stages of processing, distribution, storage and delivery, products shall be kept in an environment to maintain freshness, quality, shelf life, and nutritional value and be in accordance with current USDA Guidelines and safe food handling practices. OUSD will only receive products that meet all food safety and sanitation requirements; therefore, OUSD may at any time:
 - i. Inspect deliver trucks for any signs of contamination;
 - ii. Check all expiration and “best if used by” dates;
 - iii. Use thermometers to check temperatures;
 - iv. Accept products only at acceptable temperatures; and/or
 - v. Reject unacceptable items.

14. CONTRACTOR DEFAULT; REMEDIES. If the Vendor fails to fulfill its obligations under this Contract, such failure shall constitute an event of default. On or after any event of default, District shall have the right to exercise its legal and equitable remedies, including without limitation, the right to: (a) seek specific performance of all or any part of this Contract, (b) terminate this Contract at no cost to District in accordance with Section 15 (“Termination”) herein; or (c) exercise any other legal or equitable remedy. In addition, District shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the Vendor any event of default. Vendor shall pay to District on demand all costs and expenses incurred by District in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. District shall have the right to offset from any amounts due to Vendor under this Contract or any other contract between District and Vendor all damages, losses, costs or expenses incurred by District as a result of such event of default and any liquidated damages due from Vendor pursuant to the terms of this Contract or any other contract between District and Vendor. Any such offset by District will not constitute a waiver of any other remedies the District may have against Vendor for financial injury or otherwise. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

15. TERMINATION.

- a. In the event of Vendor default pursuant to Section 14 (“Contractor Default; Remedies”) of this Contract, wherein Vendor fails to perform any of its

obligations under this Contract, in addition to any other remedies available to the District, the District through the Purchaser may terminate this Agreement, and all of the Vendor's rights hereunder shall end. Termination shall be effective thirty (30) days after Vendor receipt of written notice of termination from the District delivered pursuant to Section 34 ("Notice to the Parties"). No new work will be undertaken, and no new deliveries will be made, as of the effective date of termination. In the event of termination for cause, the Vendor shall be paid for those services performed under this Contract to the satisfaction of the District up to the effective date of the termination. However, pursuant to Section 14 ("Contractor Default; Remedies") herein, District may offset from any such amounts due Vendor any costs to District arising from Vendor's default and may otherwise demand payment from Vendor of such costs.

- b. The District may terminate this Contract prior to expiration of the term without cause and without penalty, in whole or in part for District's convenience and without cause at any time by giving Vendor thirty (30) days written notice of such termination. The notice shall specify the date on which termination shall become effective. In no case shall the termination become effective in fewer than thirty (30) days from the date that the notice is deemed received pursuant to Section 34 ("Notice to the Parties"). The District reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services are seriously affected, or the vendor ceases operations.

In event of termination for convenience, Vendor will be paid for those services performed, or deliveries made, pursuant to this Contract and to satisfaction of District up to the specified date of termination. In no event will District be liable for costs incurred by Vendor after the specified date of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, or any other costs which is not reasonable or authorized under this Section.

16. TAXES. The District is exempt from federal excise tax except on articles for resale. Vendor will enter state and local sales or use tax, and excise tax if applicable on invoices, but neither should be included in any invoice presented for payment. Payment of any taxes, including California Sales and Use Taxes, levied upon this Contract, the transaction, or the services delivered pursuant hereto, shall be the obligation of the Vendor and at no additional cost to the District.

17. INSURANCE.

- a. Without in any way limiting Vendor's liability pursuant to the "Indemnification" section of this Agreement, prior to award, Vendor shall procure and maintain during the full term of this Agreement, at the Vendor's expense, insurance acceptable to the District and as follows:
 - i. Vendor shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars

(\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Vendor. The policy shall protect Vendor and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- ii. Vendor shall procure and maintain, at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

- b. All policies shall provide thirty (30) days advance written notice to the District of cancellation, nonrenewal or reduction in coverage to the following office:
Oakland Unified School District
Attn: Risk Management
1000 Broadway, Suite 440
Oakland, CA 94607
- c. If any policies are written on a claims-made form, Vendor agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for the period of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.
- d. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs are included in such general annual aggregate limit, such annual aggregate limit shall be double the occurrence or claims limits specified above.
- e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the District receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the District may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- f. Before commencing any operations under this Agreement, Vendor must provide the District with the certificates of insurance, an endorsement showing the additional insured policy, all with insurers satisfactory to the District, evidencing all coverage set forth above, and shall furnish complete copies of policies promptly upon the District's request. Vendor also understands and agrees that the District may withhold payment for products / services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by the District shall not relieve or decrease the liability of Vendor hereunder.

18. Limitation of OUSD Liability. Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Section 5 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the items delivered in connection with this Agreement.

19. Indemnification.

- a. To the fullest extent permitted by California law, Vendor shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses whatsoever arising out of Vendor's or the Vendor Indemnified Parties' negligence, willful misconduct, or breach of any provision(s) of this Agreement. Vendor also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, Vendor, or subcontractor furnishing work, services, or materials to Vendor arising out of the performance of this Agreement. Vendor shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Vendor's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Vendor proposes to defend OUSD Indemnified Parties.
- b. To the fullest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless Vendor, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("Vendor Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's gross negligence or willful misconduct.

20. Damage. Vendor shall be held responsible for any breakage, loss of OUSD's equipment or supplies through negligence of Vendor or Vendor's employees while working on OUSD's premises. Vendor shall be responsible for restoring/replacing any equipment or facilities so damaged. Vendor shall immediately report to OUSD any damages to the premises resulting from services performed under this Agreement.

21. INDEPENDENT CONTRACTOR. Vendor or any agent or employee of Vendor shall be deemed at all times to be an independent contractor and not an employee of the District. Vendor shall be wholly responsible for the manner in which it performs the services required by District under this Contract. Vendor or any agent or employee of Vendor shall not have employee status with the District, nor be entitled to participate in any plans, arrangements, or distributions by District pertaining to or in connection with any retirement, health, or other benefits that District may offer its employees. Vendor or any agent or employee of Vendor is liable for the acts and omissions of itself, its employees and its agents. Vendor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities related to Vendor's performing services and work, or any agents or employee of Vendor providing same. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the District and Vendor or any agent or employee of Vendor. Any terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of Vendor's work only, and not as to the means by which such a result is obtained. District does not retain the right to control the means or the method by which Vendor performs work under this Agreement. If any governmental authority should, nevertheless, determine that Vendor is an employee, then the District's payment obligations hereunder shall be reduced so that the aggregate amount of payments directly to Vendor and to the applicable governmental authority does not exceed the maximum amount of compensation specified in this Agreement. Vendor shall refund any amounts necessary to effect such reduction.

22. COMPLIANCE WITH LAW. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 or 45125.2, confidentiality of records, Education Code section 49406 and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach. Without limiting the generality of the foregoing, Vendor agrees to comply with all provisions of Education Code section 45125.1 or 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employee to have any contact with OUSD pupils until such time as Vendor has verified in writing to OUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. Vendor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of the Vendor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to OUSD prior to each individual's commencement of employment or performing any portion of the services required hereunder and prior to permitting contact with any student.

23. CERTIFICATES/PERMITS/LICENSES/REGISTRATION. Vendor and Vendor's employees and agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Supplies/Materials pursuant to this Agreement.

24. BUY AMERICAN. Vendor agrees to comply with California Public Contract Code section 3410 and 7 CFR 210.21(d) and a preference to U.S. Grown processed foods, produce, etc. shall be provided when economically feasible. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

25. CIVIL RIGHTS ASSURANCES; NON-DISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture
Director, Center for Civil Rights Enforcement
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: [email: program.intake@usda.gov](mailto:program.intake@usda.gov).

In addition to the above, it is the policy of OUSD that in connection with all work performed under contract with OUSD there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code sections 1735 and 1777.6 and OUSD policy. In addition, Vendor agrees to require like compliance by all its subcontractor (s). Vendor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. In performance of this contract, the Bidder and District shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat 871).

27. ENVIRONMENTAL PROTECTION AGENCY COMPLIANCE. In performance of this contract, the Bidder and District shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200 Appendix II(G))

28. CONFIDENTIALITY AND DATA PRIVACY.

- a. OUSD may share information with Vendor pursuant to this Agreement in order to further the purposes thereof. Vendor and all Vendor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of delivering the Fresh Produce, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.
- b. Vendor understands that student data is confidential. Vendor will not access or receive student data in connection with this Agreement.

29. INCIDENT/ACCIDENT/MANDATED REPORTING.

- a. Vendor shall notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the Supplies/Materials. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. Vendor shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. Vendor shall bear all costs of compliance with this Section.
- b. To the extent that an employee, subcontractor, agent, or representative of Vendor is included on the list of mandated reporters found in Penal Code section 11165.7, Vendor agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

30. CORONAVIRUS/COVID-19.

- a. Through its execution of this Agreement, Vendor declares that it is able to meet its obligations and deliver the Supplies/Materials required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any

social distancing/hygiene (or similar) requirements.

- b. Consistent with the requirements of Section 29 (Incident/Accident/Mandated Reporting), Vendor agrees to notify OUSD, via email pursuant to Section 34 (Notice to the Parties), within twelve (12) hours if Vendor or any employee, subcontractor, agent, or representative of Vendor who has been present on OUSD campuses tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- c. In addition to the requirements of subsection (b), Vendor agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to Vendor or any employee, subcontractor, agent, or representative of Vendor and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
- d. Vendor shall bear all costs of compliance with this Section, including but not limited to those imposed by this Agreement.

31. DRUG-FREE/SMOKE FREE POLICY. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, Vendor, or subcontractors are to use controlled substances, alcohol or tobacco on OUSD property.

32. CONFLICT OF INTEREST.

- a. Vendor shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Vendor shall not hire any officer or employee of OUSD to provide any supply or material by this Agreement without the prior approval of OUSD Human Resources.
- b. Vendor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Vendor's family, business or financial interest and the supplies/materials provided under this Agreement, and in the event of change in either private interest or supplies/materials under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, Vendor acknowledges that it is familiar with the provisions of Government Code sections 1090 *et seq.* and sections 87100 *et seq.*, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Vendor receives any information subsequent to execution of this Agreement which might constitute a

violation of said provisions, Vendor agrees it shall notify OUSD in writing.

33. **SUSPENSION AND DEBARMENT CERTIFICATION.** Through its execution of this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

34. **NOTICE TO THE PARTIES.** All legal notices provided under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other Party at the address set forth below.

OUSD

Oakland Unified School District
Nutrition Services Department
Attn: Amy Glodde
2850 West Street
Oakland, CA 94608
Email address: amy.glodde@ousd.org

VENDOR

Pacific Rim Produce
Attn: Eva Hom
1950 N. Loop Rd
Alameda, CA 94502
Email address: eva@pacificrimproduce.com

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either Party must give written notice of a change of mailing address or email.

35. **FORCE MAJEURE CLAUSE.** Performance by either Party shall not be deemed to be in default where delays are due to natural disasters that are not caused by and are outside the reasonable control of the Parties, including without limitation, war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, pandemics, freight embargoes, acts of terrorism, acts of the public enemy, epidemics or pandemics, government order, court order, or other similar causes beyond the control of the defaulting Party, the acts or failures to act of a public agency other than OUSD. An extension of time for any such cause shall be for the period of the forced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension is sent promptly to the other Party.

36. **LIQUIDATED DAMAGES; PENALTIES.** OUSD shall hold Vendor liable and responsible for all damages, which may be sustained because of Vendor's failure to comply with any condition herein. Additional costs accrued by OUSD as a result of such failure to comply may be deducted from any unpaid invoices. In the event that Vendor delivers any product which does not conform to the specifications, OUSD may, at its option, annul and set aside this

Agreement, either in whole or part, and make and enter into a new contract in accordance with law for furnishing such product or products so agreed to be furnished.

37. MISCELLANEOUS PROVISIONS.

- a. **Assignment.** The rights and obligations of Vendor under this Agreement shall not be assigned, transferred, or sold by Vendor without first obtaining the express written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void. Vendor shall not assign or subcontract the work or any part thereof, without the previous written consent of the District, nor shall Vendor assign, by power of attorney or otherwise, any of the money payable under this Agreement unless written consent of OUSD has been obtained. No right under this contract, or claim for any money due or to become due hereunder shall be assessed against OUSD or persons acting for OUSD, by reason of any alleged assignment of this Agreement or any part thereof, unless such assignment has been authorized by the written consent of OUSD. In the event that Vendor is permitted to assign monies due or to become due under this Agreement, the instrument of assignment shall contain a clause subordinating the claim of materials supplied for the performance of work. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon the District and Vendor and their respective successors and assigns.
- b. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
- c. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- d. **Governing Law and Venue.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- e. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. Vendor agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
- f. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties .
- g. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to

be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- h. Captions and Interpretations. Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- i. Calculation of Time. For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
- j. Counterparts and Electronic Signature. This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either Party and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each Party waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
- k. Entire contract; severability. All of the agreements between the Parties are included in the Agreement and Vendor’s attached proposal. No warranties, expressed or implied, representations, promises or statements have been made by either Party except as expressly provided. Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of the other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- l. Modification of agreement. No oral statement of any person whatsoever shall in any manner or degree modify, alter, or otherwise affect the terms of this Agreement. The District reserves the right to modify the awarded contract by mutual agreement so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written authorized amendment by OUSD.
- m. Agreement Publicly Posted. This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the

public online via the Internet.


n. Signature Authority.

- i. Each Party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- ii. Notwithstanding subsection (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD and only under limited circumstances, which required ratification by the OUSD Governing Board. Vendor agrees not to accept the signature of any OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- iii. If this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate Vendor for Supplies/Materials satisfactorily provided through the date of termination. Upon termination, Vendor shall provide OUSD with all materials produced, maintained, or collected by Vendor pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- o. Contract Contingent on Governing Board Approval. OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to Vendor absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the Parties hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Eva Hom

Signature: 

Position: Vice President

Date: 04/21/2023

OUSD

{SR792702}

Name: Mike Hutchinson

Signature: 

Position: President, Board of Education

Date: 6/8/2023

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell
Position: Superintendent & Secretary, Board of Education

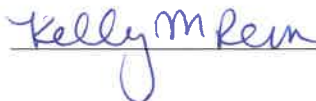
Sign: 

Date: 6/8/2023

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

Name: Kelly M. Rem

Signature:



Date:

4-21-23



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

NOTICE OF INTENT TO AWARD

April 13, 2023

TO: Pacific Rim Produce

PROJECT:

**Request for Proposal (RFP) #22-131NS
Produce, Fresh Fruits and Vegetables K-12 Meal Program**

The Oakland Unified School District (“OUSD”) (“District”) has completed its RFP for Produce, Fresh Fruits and Vegetables.

OUSD intends to award Pacific Rim Produce. The recommendation to award the bid to Pacific Rim Produce, will be submitted to our District's Board of Education for final approval.

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

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

To view additional bids, please visit our [Procurement Webpage](#).

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.



SCAN ME

A	COVER LETTER
B	COMPANY PROFILE
C	CERTIFICATES & LICENSES: NMSDC, PRIMUS GFS, BUY AMERICAN AGREEMENT, CDFA, USDA, AND ORGANIC HANDLER
D	OUSD REQUEST FOR PROPOSAL (RFP) #22-131NS ATTACHMENT "1" PROPOSAL SUBMISSION CHECKLIST
E	ATTACHMENT "2" REQUEST FOR PROPOSAL SIGNATURE PAGE
F	ATTACHMENT "3" EVALUATION CRITERIA
G	ATTACHMENT "4" VENDOR QUESTIONNAIRE
H	ATTACHMENT "5" REFERENCES
I	ATTACHMENT "6" NONCOLLUSION AFFIDAVIT
J	ATTACHMENT "7" BIDDERS STATEMENT RE: INSUR COVERAGE
K	ATTACHMENT "8" WORKERS' COMP INSUR CERTIFICATE
L	ATTACHMENT "9" DRUG-FREE WORKPLACE CERTIFICATION
M	ATTACHMENT "10" EQUAL OPPORTUNITY EMPLOYMENT
N	ATTACHMENT "11" FINGERPRINT/CRIMINAL BACKGROUND
O	ATTACHMENT "A" VIOLENT AND SERIOUS FELONIES ATTACHMENT "B" FORM FOR CERT OF LACK OF FELONY CONVICTIONS
P	ATTACHMENT "12" CERT OF INDEPENDENT PRICE DETERMINATION
Q	ATTACHMENT "13" SUSPENSION & DEBARMENT CERIFICATION
R	ATTACHMENT "14" CERTIFICATION REGARDING LOBBYING
S	ATTACHMENT "15" IRAN CONTRACTING ACT OF 2010
T	ATTACHMENT "17" GOOD FOOD PURCHASING BIDDING VENDOR PLEDGE
U	ATTACHMENT "18" ITEMIZED BID LIST
V	STATEMENT OF PRICING
W	HACCP PLAN
X	PEST CONTROL & MOCK RECALL
Y	ADDENDA 1
Z	ADDENDA 2



Response to RFP No. 22-131NS

OAKLAND UNIFIED SCHOOL DISTRICT

Attention: Procurement Department
Ms. Rosaura M. Altamirano, Senior Manager, Supply Chain & Logistics
900 High Street, 2nd Floor.
Oakland, CA 94601



March 09, 2023

Dear Ms. Altamirano,

Thank you for the opportunity to submit a bid Response to RFP No. 22-131NS - Produce, Fresh Fruits and Vegetables K-12 Meal Program for Nutrition Services.

Pacific Rim Produce has successfully established valuable partnerships with school districts, restaurants, corporate dining, and markets. We are a local, minority and women-owned certified, and family-owned business that operated since 1993. Clients we've serviced includes schools from Alameda, Albany, Castro Valley, Dublin, San Leandro, Mountain View, Napa, Natomas, New Haven, Newark, and Oakland; companies and chains such as Google Dining, Lucky and Save Mart Supermarkets, Raley's Family of Fine stores, and Whole Foods Market.

We are responsible bidders that pride ourselves on quality, service, accuracy, and on-time deliveries. We understand the importance of on-time deliveries and how it impacts your schedule. Our strengths include over 35 years of experience and providing quick response times to purchasing and back-office needs such as invoicing, credits, and velocity reports. We can source local CA-grown produce from small growers including specialty items. As a minority and women-owned company, we understand and support Socially Disadvantaged Farmer or Ranchers in this industry. We have successfully partnered with school districts to aid in the Local Farmer Outreach Programs. Through our relationships with local farmers and processors, we can provide custom packs and precuts for both conventional and organic options. We offer market reports and updates to assist in reducing costs. We also aid in menu planning by suggesting upcoming seasonal products. Because our facility is near your locations, we also offer same-day emergency deliveries.

Our facility is Primus GFSI Food Safety Certified with a high score of 96%. Our fleet of refrigerated trucks complies with current food safety and environmental ordinances. We continue to support Alameda County Food Bank, Asian Pacific Club SF, Salvation Army, Wa Sung Club, and local school organizations.

More importantly, we have been able to immediately pivot and accommodate our customer's needs since the inception of Covid-19. Our experience has enabled us to strengthen our relationships with our customers and growers during this difficult time. Our team has continued to be on the front lines and work tirelessly to support our community. We have been able to avoid shortages due to the current economic conditions and lack of labor and supply chain issues.

Thank you again for the opportunity.

Highest Regards,

Eva Hom
Vice President
Pacific Rim Produce



Pacific Rim Produce is the industry leader in produce distribution. Locally and family operated since 1993, Pacific Rim Produce is one of the few local minority and women owned distributor. The company has been providing quality produce to schools, supermarkets, neighborhood markets, restaurants, food processors, corporate dining, and meal subscription services. Clients include but are not limited to K-12 School Districts, Lucky Supermarkets, Raley's Family of Fine Stores, Save Mart Supermarkets, Whole Foods, and 80+ Google Dining Locations.

Company president, John Wong, has a wealth of knowledge and experience spanning over 30 years. Pacific Rim Produce has been proudly working with local growers since 1993. We pride ourselves with our relationships with small artisan growers in Monterey County and Santa Cruz County. Providing fresh salad mix locally grown year-round in Hollister to sweet oranges from Airdrome in San Jose. The relationship we have built over the years allows us to work directly with many growers to meet our client's specialty specs. Fresh, local, and California grown produce is our priority. Our semi-trucks pick up directly from the farms six days a week. We can provide farm of origin on invoices, monthly sourcing for traceability, and velocity reports to meet reporting requirements for government and sustainability programs.

Our strengths include "on time" deliveries to all sites, attention to detail, and the ability to work with the food service coordinators. We source produce for K-12 programs for Mountain View Whisman, Napa, Fairfield, and most recently Foster City and San Mateo Unified School Districts. We've had the privilege of working with UC Davis Agriculture Department in assisting Hmong growers in the Fresno area by planting and introducing their produce to mainstream markets. We are committed to working with small local growers through CAFF (Community Alliance Family Farmers) to expand their distribution. We adhere to the Buy American Act and currently are focusing on bringing in more BIPOC, FTC, and ensuring Fair Labor Practices with Union representation growers.

Pacific Rim Produce prides itself on serving the highest quality produce surpassing the USDA standards with strict internal quality control standards. The company offers a full line of fresh fruits and vegetables, Asian and Ethnic Produce, Specialty requested items, dairy, eggs, fresh squeezed juices, pre-cuts, frozen items, oils, tofu, and groceries. Strengths consist of focusing on understanding the customer's needs, providing quick response times to the clients, on time deliveries, and ability to source quality produce from local growers who are socially responsible, environmentally sustainable, and who provides nutrition education and training. Pacific Rim Produce's sustainability program includes implementing practices that are good for the planet,



people, and profits. Since our facility is less than 25 miles from the schools' locations, we're able to reduce our carbon footprint and add the benefits of SAME-DAY emergency deliveries as needed. We can ensure consistent product availability year-round because of our direct distributor relationships with the farms. Through our strong partnerships, we maintain competitive pricing and assure supply availability. The facility is GMP/ GFSI/ HACCP FOOD SAFETY CERTIFIED. We also have weekly unannounced audits from USDA that guarantees quality and safety guidelines are met.

Pacific Rim Produce is a proud sponsor and contributor to numerous non-profit organizations. In addition to donating produce to the local food bank, generous donations are also made to Operation Dignity for Veterans, Salvation Army, Oakland Public Education Fund, Wa Sung Community Services, Wounded Warriors Project, and Oakland City Council Annual Thanksgiving Drive. Pacific Rim Produce is a multi-million-dollar company with a solid financial credit rating and management team. We are committed to providing customers with consistently high-quality produce with year-round availability.

THIS CERTIFIES THAT

Lifeline Sales Corporation
dba Pacific Rim Produce



* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 424480; 445230

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

04/30/2021

Issued Date

WR02352

Certificate Number

Jose Turkelman

NMSDC Board Chair

A handwritten signature in black ink, appearing to read "Cecil Plummer", is positioned above a horizontal line.

Cecil Plummer, President

04/30/2022

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CERTIFICATE

Issued to:

ORGANIZATION

PACIFIC RIM PRODUCE

1950 NORTH LOOP ROAD Alameda, California 94502, United States

OPERATION

Pacific Rim Produce

1950 North Loop Road Alameda, California 94502, United States

Operation type: COOLING/COLD STORAGE

PRELIMINARY AUDIT SCORE:

90%

CERTIFICATE VALID FROM:

Sep 13, 2022 To Sep 12, 2023

FINAL AUDIT SCORE:

96%

SCS Global Services certifies that this operation has complied with the applicable requirements of PrimusGFS Version 3.2

[See subsequent certificate page\(s\) for audit executive summary](#)



SCS Global Services | 2000 Powell St. Suite 600 | Emeryville
California 94608 United States | PGFScerts@scsglobalservices.com |
+1.510.821.3172 | 510-452-6886

Authorized by:
Executive Vice President
Carey Allen



BUY AMERICAN AGREEMENT

Pacific Rim Produce is committed to supporting the BUY AMERICAN ACT.

Our priority is to purchase produce from American Farmers.

This agreement is in effect until further notice.



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

April 20, 2022

Pacific Rim Produce
eva hom
1950 North Loop Rd
Alameda, CA 94502

Principal County: Alameda
Registration Number: 01-000454
Registration Expires: 04/01/2023

Dear Organic Registrant:

Thank you for registering with California Department of Food and Agriculture Organic Program. Your application has been approved and enclosed is a certificate for proof of registration.

Please note that a registrant must notify the CDFA Organic Program of any change in the information listed on Organic Registration Certificate within 14 days or prior to the sale of additional products. An amendment is required when an operation has one or more of the following changes to their registration: Addition of new facilities or growing locations, change of ownership, addition of production acreage, or a change/addition of operation type(s). Any amendments or minor changes to the registration may be done online at <https://organic.cdfa.ca.gov/>

Our mission is to provide professional services that support and contribute to a safe, abundant, quality food supply; environmentally sound agricultural practices; and an equitable marketplace for California agriculture.

Sincerely,

Registration Staff
California Organic Program
Inspection and Compliance Branch
Division of Inspection Services
cdfa_organic@cdfa.ca.gov

Enclosure(s)

Cc: Alameda





U.S. DEPARTMENT OF AGRICULTURE
 AGRICULTURAL MARKETING SERVICE
 FAIR TRADE PRACTICES PROGRAM, P.A.
 C.A. DIVISION
 NATIONAL LICENSE CENTER
 1400 Independence Ave SW
 Room 1510 Stop 0242
 Washington DC, 20250-0242
 (800) 495-PACA

LICENSE CERTIFICATE
 (Issued Under the Perishable Agricultural
 Commodities Act - 7 U.S.C. 499a - 499s)

1. LICENSE NO. 20190801	2. ANNIVERSARY DATE 06-10-2023	3. TYPE OF BUSINESS FRESH	4. NATURE OF BUSINESS WHOLESALE DEALER	5. OWNERSHIP TYPE CORPORATION	6. NO. OF BRANCHES 0
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ATTN: LIFELINE SALES CORP
 LIFELINE SALES CORP
 1950 NORTH LOOP ROAD
 ALAMEDA, CA 94502-0000

Read
 "NOTICE TO LICENSEE"
 on reverse side

LICENSEE:
 Please examine this
 Certificate for accuracy.
 Report errors to P.A.C.A.
 Office at above address

Phone: (510) 832-8839 Fax: (510) 865-1810 Email: EVA@PACIFICRIMPRODUCE.COM

EIN: 94-3252181 STATE IN WHICH INCORPORATED OR FORMED: CA DATE INCORPORATED: 1996-11-02

PRINCIPALS -OWNERS, PARTNERS, OFFICERS, DIRECTORS, MEMBERS, AND HOLDERS OF MORE THAN 10% OF STOCK

NAME (LAST - FIRST - MIDDLE INITIAL)	TITLE
JOHN WONG	PRESIDENT, CHIEF EXECUTIVE OFFICER, DIRECTOR
EVA HOM	ASSISTANT VICE PRESIDENT, CHIEF FINANCIAL OFFICER, SECRETARY, DIRECTOR

MULTIPLE TRADE NAMES AND BRANCHES :

JA MAR PRODUCE CO

 PACIFIC RIM PRODUCE

This is to certify that the above is licensed under the Perishable Agricultural Commodities Act, 1930, to handle fresh and frozen fruits and vegetables as a commission merchant and/or dealer, and/or broker as defined in said Act until such time as this license is suspended, revoked or terminated.

FV-231
 (10-02)
 CG: HFDL


 DEPUTY ADMINISTRATOR, FAIR TRADE PRACTICES PROGRAM

Certificate of Organic Registration

Issued by the California Department of Food and Agriculture
State Organic Program to:

Pacific Rim Produce
Registration #: 01-000454
1950 North Loop Rd
Alameda, CA 94502
(510) 832-8839

Valid until April 1, 2023

Handler

The California Department of Food and Agriculture has determined that the above has met the requirements for Organic Registration and is registered with the CDFA State Organic Program for the below information.

OPERATION TYPE: **Handler**

CERTIFIED ORGANIC BY: **Not Certified**

HANDLER OF: **Lettuce (Head, Leaf, Spring/Salad Mixes)**

GROSS SALES: **N/A**

Site Name	Site Location	Acres	County
pacific rim produce	1950 north loop road alameda		Alameda



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #22-131NS

**PRODUCE, FRESH FRUITS AND VEGETABLES
K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

* Submit proposals and all questions/inquiries to:

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

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

**Proposals Due:
March 9, 2023 at 2:00 PM PST**

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

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:


Pacific Rim Produce

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ✘ Proposal Submission Checklist (Attachment 1, this form)
- ✘ Request for Proposal Signature Page (Attachment 2)
- ✘ Evaluation Criteria (Attachment 3)
- ✘ Vendor Questionnaire (Attachment 4)
- ✘ References with at least 2 References (Attachment 5)
- ✘ Noncollusion Affidavit (Attachment 6)
- ✘ Bidder's Statement Regarding Insurance Coverage (Att. 7)
- ✘ Worker's Compensation Insurance Certification Form (Att. 8)
- ✘ Drug Free Workplace Certification (Attachment 9)
- ✘ Equal Opportunity Employment (Attachment 10)
- ✘ Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- ✘ Certificate of Independent Price Determination (Att. 12)
- ✘ Suspension and Debarment Certification (Att. 13)
- ✘ Certification Regarding Lobbying (Att. 14)
- ✘ Iran Contracting Act of 2010 Compliance Affidavit (Att. 15)
- ✘ Good Food Purchasing Bidding Vendor Pledge (Att. 17)
- ✘ Itemized Bid List (Att. 18)
- ✘ Statement of Pricing (Include in your proposal)
- ✘ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ✘ Addenda

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	Pacific Rim Produce
Signature of Company Official	
Name of Signer	Eva Hom
Title of Signer	Vice President
Email Address	eva@pacificrimproduce.com
Complete Mailing Address	1950 N Loop Road
City, State, Zip	Alameda, CA 94502
Phone Number	510-832-8839
Date	03/09/2023
Minimum Dollar Amount for Delivery	\$0
<input checked="" type="checkbox"/>	Check if no minimum dollar amount for delivery is required.
Minimum Case Amount for Delivery	0
<input checked="" type="checkbox"/>	Check if no minimum case amount for delivery is required.

EVALUATION CRITERIA - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Fruit Without Stickers	100% of Max Points: Able to provide most fruit (the majority by projected volume in item list) without stickers 0 Points: Unable to provide most fruit (the majority by projected volume in item list) without stickers	Response to Question labeled "Stickers -" in Vendor Questionnaire	5
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Local Geographic Preference	100% of Max Points: Ability to provide 50% or more California grown products sourced within 100 miles. 90% of Max Points: Ability to provide 50% or more California grown products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 250 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	10
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	<p>50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.</p> <p>0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.</p>		
Ordering Systems and Reports	<p>100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. Ability to provide price per ½ cup serving on order guides.</p> <p>70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists.</p> <p>30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements.</p> <p>0 Points: Unable to provide e-mail or online ordering.</p>	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	<p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire 	5
Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace</p>	<ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire 	5

	any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Local Farmer Outreach Program	100% of Max Points: Bidder is able to support the Local Farmer Outreach Program (as defined above), deliver, and invoice Farm-direct items. Bidder has experience onboarding small farms (USDA definition of less than \$250k gross income in sales/year) and can onboard a new farmer as a vendor in less than 10 business days. 0 Points: Bidder is unable to invoice Farm-direct items	Responses to Questions Labeled "Local Farmer Outreach Program - " in Vendor Questionnaire.	10
Local Farmer Outreach Program Fixed Fee	100% of Max Points: Bidder has the lowest fixed fee for delivering requested items. 60% of Max Points: Bidder has the second lowest fixed fee for delivering requested items. 0% of Max Points: Bidder does not have the lowest fixed fee for delivering requested items.	Responses to Questions Labeled "Local Farmer Outreach Program - " in Vendor Questionnaire.	5
TOTAL POINTS:			105

By signing this, I acknowledge that I have reviewed OUSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation): Pacific Rim Produce

Signature of Bidder's Authorized Representative: 

Date of Signing: 03/09/2023

VENDOR QUESTIONNAIRE - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes ___ No
Please see attached for your dedicated teams profile.
2. Stickers - Are you able to provide most fruit (the majority by projected volume in item list) without stickers? Yes ___ No
3. Traceability - What systems and processes do you have in place for tracking and labeling locally grown produce? Please describe current reporting/tracking mechanisms below. **Please see attached.**
4. Traceability - Can you provide farm and/or brand name and location for all products on all invoices? Yes ___ No
If you selected yes, please include an attached example with your bid package. **Please see attached.**
5. Traceability - Please check off the reports that you make available to your customers: market reports velocity reports monthly statements weekly price lists. Please list any additional reports available. How are customers able to access these reports?
Please see attached.
6. Traceability - Can you currently produce reports to show the percent of local products provided that (check one):
 - including farm name and origin?
 - include percent local purchasing, but not Farm name and Origin'
 - We cannot produce reports that show farm name, origin, or percent local purchasing
7. Delivery Specifications - Will you be able to meet the specified delivery timeframe? **YES!**
8. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program. **Please see attached for fleet information and preventative maintenance program.**
9. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)

12:00 PM is the cut-off time for next day deliveries. 4:00 AM for same-day EMERGENCY deliveries. There are NO limits on cases or on a dollar amount.

10. Local Geographic Preference - What percentage of products sourced within 250 miles of the District are you able to provide? Please mark one: 50% or more ___ 30-49% ___ 20-29% ___ 0-19%. Describe your procedure for communicating an item's point of origin to school district personnel. **Point of origin will be listed on-line when placing orders and it will be shown on invoices.**
11. Local Geographic Preference - Can you provide a weekly list of local produce as defined in the bid to the District via email or posted online? Please describe your company's ability to provide the District with locally grown, source-identified produce.

Yes, a weekly list of local produce will be emailed to the District. Over the past 25 years, we have established long lasting relationships with local growers. We are on a constant look-out for more SDFR, POC, BIPOC and who practices fair labor. Attached is a flier of some of our current local farmers.


12. Supporting SDFRs: Do you currently have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.
- Yes, both (please describe in bid package) **Please see attached.**
 - We have a process in place for collecting data but NOT a plan with goals in place to increase support of SDFRs
 - We have a plan with goals in place to increase support of SDFRs but NOT a process in place for collecting data
 - We have neither a plan with goals in place to increase support of SDFRs nor a process in place for collecting data
13. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures. **Please see attached for ordering options.**
14. Ordering Systems and Reports - Are you able to provide price per ½ cup serving on order guides? Yes No
15. Service Reliability and Past Performance - Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products.
- We communicate via monthly newsletters that talks about market updates and produce availabilities to help identify best priced seasonal products. Please see attached monthly newsletters located with question #5 Traceability.**
16. Service Reliability and Past Performance - What is the lead time you require for orders?
2 Days pre-order and 3 Days pre-order for ALL pre-cut products.
17. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone? **Please see attached under question #1.**
18. Service Reliability and Past Performance - How many years has your company been in the produce business? **Established in 1993, 30 Years!**
19. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain. **NO.**
20. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes? **Notifications are sent via e-mail or by phone.**
21. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery? **NO MINIMUMS for cases or dollar amount!**
22. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service? **16 School Districts.**
23. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall? **Customers are notified by phone and email. Please see attached recall example.**
24. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met? **YES.**
25. Food and Nutrition Education - Has your company previously provided a district with farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below. **YES. Please see attached fliers.**

26. Vendor Consultation - Has your company previously consulted district food service staff on sourcing strategies, menu planning, or other needs? If so, please describe below.
YES. Please see attached.
27. Vendor Consultation - Will your company be able to provide consultation for a minimum of 2 hours per month. **YES.**
28. Local Farmer Outreach Program - Please describe your company's strategy for working directly with farmers and/or aggregators and any experience you have processing for local farmers. **Please see attached.**
29. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice Farm-direct items as described in section e?
 B. invoice for Farm-direct items, but cannot warehouse the items, deliver the items, and/or process the items?
 C. unable to invoice, warehouse, deliver, and/or process the items?
 A. Able to purchase from, deliver, and/or invoice items from local farms
30. Local Farmer Outreach Program - Fixed Fee:
 a. If you chose option A in Question 27, what is your fixed fee (indicate price and unit of measurement)? **+\$2.50 / Case**
 b. If you chose option B in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
 c. If you chose option C in Question 27, please leave this question blank.
31. Local Farmer Outreach Program - Do you have experience onboarding small farms?
 Yes ___ No

32. Can you onboard small farms as vendors in less than 10 business days? Yes ___ No

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

Name of Bidder (Person, Firm, or Corporation): Pacific Rim Produce

Signature of Bidder's Authorized Representative:  _____

Date of Signing: 03/09/2023

Print Name & Title of Authorized Representative: Eva Hom / Vice President

Phone Number: Office: 510-832-8839 / Cell: 510-224-8734

Email: eva@pacificrimproduce.com



Attachment "4" PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) Yes ___ No

17. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?

Eva Hom is hands on with each of her accounts. She maintains great relations by finding unique answers to puzzling problems. As your dedicated representative, she'll be working closely with additional team members that will help make the delivery process as seamless as possible. Our team is innovative, highly qualified in working with school staff, experienced with the ins and outs of back-office needs, and understands the need to have consistent on-time deliveries that are accurate.

We are committed to providing the following:

- A. On time deliveries designated by district directly to all sites**
- B. Accurate and efficient deliveries**
- C. Same day emergency deliveries as needed.**
- D. Prompt communication and excellent service**
- E. Focus on personal attention on quality and attention to detail.**
- F. Providing responses, suggestions and solutions for complaints and issues**
- G. Providing a DEDICATED SCHOOL TEAM and decision makers that can execute decisions within 24 hours.**
- H. HACCP & GFSI FOOD SAFETY CERTIFIED including traceability, product recall, ongoing pest control procedures.**
- I. Working with local growers within 100 miles or 250 miles of Sacramento**
- J. Providing quality conventional and organic options**
- K. Providing ongoing produce market updates via weekly price sheets and newsletters to assist in seasonal menu planning.**
- L. Providing educational materials**
- M. Providing ALL required reports including velocity, accounting, price sheets, and specials**
- N. Providing farm name & Country of Origin on invoices**
- O. Delivering products within 24 to 48 hours of harvest**
- P. Providing ordering options such as online with confirmation and approval from school supervisor, as well as "live" person or via fax.**
- Q. Providing different varieties of fruits and vegetables to promote healthy eating for students.**
- R. Commitment Buy American Act.**
- S. Food safety and continuing education, mock recalls, traceability, and GFP (good food purchasing)**
- T. Sustainability**
- U. Drug free workplace**
- V. Working with the district to coordinate deliveries from SCHOOL farms to school sites.**
- W. Issuing immediate replacement or credits if returns are required.**
- X. Participate and promote events such as Earth Day, Farmer's Markets, Harvest of the Month, and Staff Appreciation.**
- Y. Respect our customers, employees, and suppliers.**
- Z. Equal Opportunity Employment, Supports Local Farmer Outreach Program, Socially Disadvantaged Farmers or Ranchers (SDFRs), Supporter of POC (People of Color), BIPOC (Black Indigenous People of Color) and Fair Labor Practices.**



Here are the introductions to your dedicated team members.

JOHN WONG:

Company President has a wealth of knowledge and experience in the produce industry that spans over 30 years. He works directly with growers to maintain the highest standards and the flexibility to meet schools demands and specs. His first experience in the produce industry began at the age of 16 loading trucks and gaining product knowledge during his summer jobs. His passion has kept him engaged for over 3 decades! His mornings still begin at 2 AM to ensure that quality control standards are met, and the customer receives excellent services every time.

EVA HOM:

Company Vice President has maintained relationships with customers for over 25 years. Her strengths include outstanding customer service, prompt attention to detail and providing solutions in a timely manner. She is passionate and dedicated to having healthy, affordable, and sustainable produce for everyone and is available 24/7 for recalls or questions.

MILLY HOM:

The purchaser and the school buyer, Milly has over 22 years of experience from working with small artisan local growers to commercial growers for both organic and conventional produce. Milly knows and understands the importance of schools' specs and the high standards that must be consistently met by all growers. She is committed to buying seasonal produce to ensure the best taste, quality, and price.

IGNACIO YANEZ:

The warehouse manager has been a valuable team member for over 20 years. His experience ensures ALL school orders are processed accurately and on time deliveries are met by coordinating with the transportation manager. He oversees all deliveries including supermarkets, restaurants, and schools.

ANTONIO GARCIA:

The school quality control manager started over 15 years ago and brings his "A" game every night by starting at 10 PM to ensure the highest quality standards are met before school orders are processed.

MARIA ZAVALA:

Front line customer service professional. She is always prepared to take orders and answer any of your questions with a smile.

From supervisors to drivers, office staff to customer service representatives, Pacific Rim Produce has an experienced team that understands the demands, specs and the need for attention to detail. We are committed to providing healthy and sustainable produce for the students and school staff.



Attachment "4"
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

3. Traceability - 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 in Monterey County and Santa Cruz County. Included, is a flyer that has some of the local farmers we work with and where they are located. Our ERP has the capability to keep track and can generate a sourcing report. Please see attached.



Attachment "4"
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

4. Traceability - Can you provide farm and/or brand name and location for all products on all invoices? Yes ___ No

If you selected yes, please include an attached example with your bid package.

Pacific Rim Produce

1950 North Loop Rd.
Alameda, CA 94502 USA
O: 510/832-8839 F: 510/865-1810
www.pacificrimproduce.com



Business Hours/Will Call: 1:00 am to 10:30 am Weekdays
5:00 am to 10:00 am Saturdays
Office Hours: 10:00 pm to 5:00 pm Weekdays
Organic Certification #01000454
Food Safety Certified GFSI & HACCP
We Accept Visa, MasterCard, Discover and Debit Cards

Ship To:

~~_____ Middle School _____~~

Invoice Date: 12/08/22

Invoice: ~~54537~~

Route: 004

Customer: ~~_____~~

Purchase Order #: Online

Terms: Net 14 Days

Quantity		Unit	Item #	Item Description Comments	Pack Size	COO	Unit Price	Ext. Price
SHIPPED	ORDERED							
2	2	CS	TGR	Tomato, Grape Red - 12ct DEL CABO	1/12CT	MEX	17.50	35.00
1	1	CS	CAUF43	Cauliflower, Florets - 4/3# GOLD COAST	4/3#	USA	33.75	33.75
1	1	CS	ROMCH	Romaine, Chopped - 6/2# FRESH EXPRESS	6/2#	USA	20.65	20.65
2	2	CS	AFS1002	Apple, Sliced 100/2oz PETERSON FARM	100/2OZ	USA	22.92	45.84
1	1	CS	PESNA	Peas, Snap Stringless - 10# TOMAHAWK	1/10#	MEX	25.75	25.75
2	2	CS	O138N	Orange, Navel 138ct BROWNIE	1/138	USA	19.50	39.00

Total Qty Shipped: 9.00

NonTaxable	199.99
Taxable	0.00
Tax	0.00
Balance	199.99

Received By: _____

Delivered By: _____

CUSTOMER SIGNATURE

*ALL MERCHANDISE IS PURCHASED 'AS IS' UPON BUYER'S OWN INSPECTION. ALL CLAIMS OR CREDIT ADJUSTMENTS MUST BE MADE WITHIN 24 HOURS. ALL RETURNED MERCHANDISE MUST BE IN ITS ORIGINAL BOX, 30% RESTOCKING FEE FOR ALL RETURNS. **\$25.00 FEE FOR ALL RETURNED CHECKS. THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PACA, 1930 (7 U.S.C. 499E(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLE OF PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED PAYMENT TERMS ARE NET 10 DAYS OR CASH. ANY PAST DUE BALANCES ARE SUBJECT TO LATE CHARGES. THE UNPAID BALANCE REMAINING TEN DAYS AFTER THE INVOICE DATE IS SUBJECT TO A LATE CHARGE OF 1.6% PER MONTH FINANCE CHARGE WHICH IS AN ANNUAL PERCENTAGE RATE OF 19.2%. BUYER AGREES TO PAY A LATE CHARGE PLUS ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT FEES.

Pacific Rim Produce

1950 North Loop Rd.
Alameda, CA 94502 USA
O: 510/832-8839 F: 510/865-1810
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Business Hours/Will Call: 1:00 am to 10:30 am Weekdays
5:00 am to 10:00 am Saturdays
Office Hours: 10:00 pm to 5:00 pm Weekdays
Organic Certification #01000454
Food Safety Certified GFSI & HACCP
We Accept Visa, MasterCard, Discover and Debit Cards

Ship To:

██████████ Middle School ██████████

Invoice Date: 12/08/22

Invoice: ██████████

Route: 004

Customer: ██████████

Purchase Order #: Online

Terms: Net 14 Days

THIS IS A REVISED INVOICE

Quantity		Unit	Item #	Item Description Comments	Pack Size	COO	Unit Price	Ext. Price
SHIPPED	ORDERED							
1	1	CS	AG198	Apple, Gala 198ct BRANDT	1/198CT	USA	25.90	25.90
2	2	CS	CARBP10026	Carrot, Baby Peeled Cello 100/2.6oz KERNRIDGE	100/2.6OZ	USA	23.00	46.00
1	1	CS	PR150	Pear, 135/150ct SAGE	1/150 CT	USA	33.75	33.75
1	1	CS	MCAN12	Melon, Cantaloupe 12ct DELAGO	1/12CT	GTM	18.50	18.50
1	1	CS	SALT	Salad, Toss - 4/5# FRESH EXPRESS	4/5#	USA	16.75	16.75
1	1	CS	CUCCOIN1002	Cucumber, Coins 100x2oz DELTA	100/2OZ	USA	50.00	50.00
1	1	CS	BANPE	Banana, Petite 40# DOLE	1/40#	ECU	22.00	22.00
20	20	CS	MK1HP	Milk, 1% Half Pint - 50/8oz CRYSTAL	50/8OZ	USA	22.50	450.00
15	15	CS	MKFFHPC	Milk, Fat Free Half Pint - 50/8oz CHOCOLATE CRYSTAL	50/8OZ	USA	22.20	333.00
2	2	BAG	JICST	Jicama, Stick 4" x 1/2" - 5# MOLINA	1/5#	USA	52.00	104.00
1	1	CS	O138N	Orange, Navel 138ct BROWNIE	1/138	USA	19.50	19.50
1	1	CS	PESNA	Peas, Snap Stringless - 10# TOMAHAWK	1/10#	MEX	25.75	25.75
2	0	CS	TCHTB	Tomato, Cherry Mixed Toybox - 12ct CARLOS	1/12CT	MEX	17.50	35.00

Total Qty Shipped: 49.00

NonTaxable 1180.15
Taxable 0.00
Tax 0.00
Balance 1180.15

Received By: _____

Delivered By: _____

CUSTOMER SIGNATURE

*ALL MERCHANDISE IS PURCHASED 'AS IS' UPON BUYER'S OWN INSPECTION. ALL CLAIMS OR CREDIT ADJUSTMENTS MUST BE MADE WITHIN 24 HOURS. ALL RETURNED MERCHANDISE MUST BE IN ITS ORIGINAL BOX, 30% RESTOCKING FEE FOR ALL RETURNS. **\$25.00 FEE FOR ALL RETURNED CHECKS. THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PACA, 1930 (7 U.S.C. 499E(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLE OF PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED PAYMENT TERMS ARE NET 10 DAYS OR CASH. ANY PAST DUE BALANCES ARE SUBJECT TO LATE CHARGES. THE UNPAID BALANCE REMAINING TEN DAYS AFTER THE INVOICE DATE IS SUBJECT TO A LATE CHARGE OF 1.6% PER MONTH FINANCE CHARGE WHICH IS AN ANNUAL PERCENTAGE RATE OF 19.2%. BUYER AGREES TO PAY A LATE CHARGE PLUS ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT FEES.



Attachment "4"

PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

5. Traceability - Please check off the reports that you make available to your customers: x market reports velocity reports x monthly statements x weekly price lists. Please list any additional reports available. How are customers able to access these reports? **Please see attached.**

- **Velocity report – online**
- **Monthly Statements – online**
- **Price Lists and Price Guides – online**
- **Open Orders – online**
- **Invoices – online**
- **Sourcing report – by request only**
- **Market report – a newsletter e-mailed monthly to our subscribers or by request**

Velocity Report



Item / Description	UOM	Qty Ord	Qty Shp	Extension
AF198 / Apple, Fuji 198ct	CS	79.00	79.00	██████████
AG198 / Apple, Gala 198ct	CS	6.00	6.00	██████████
AHC198 / Apple, Honey Crisp 198ct	CS	9.00	9.00	██████████
APL198 / Apple, Pink Lady 198ct	CS	14.00	14.00	██████████
BANPE / Banana, Petite 40#	CS	4.00	4.00	██████████
CARBP1003 / Carrot, Baby Peeled Cello 100/3oz	CS	270.00	270.00	██████████
CARSH / Carrot, Shredded - 5#	BAG	41.00	41.00	██████████
CELSTCARB / Celery Sticks & Baby Carrots 100x2oz	CS	12.00	12.00	██████████
CUC36 / Cucumber, 36ct	CS	18.00	18.00	██████████
GPR / Grape, Red Seedless 18#	CS	4.00	4.00	██████████
LETG / Lettuce, Green Leaf - 24ct	CS	0.00	2.00	██████████
LETGC / Lettuce, Green Leaf Crown - 10#	CS	29.00	29.00	██████████
O113N / Orange, Navel 113ct	CS	136.00	136.00	██████████
PR150 / Pear, 135/150ct	CS	2.00	2.00	██████████
ROMCH / Romaine, Chopped - 6/2#	CS	325.00	325.00	██████████
TANSB / Tangerine, Satsuma Bald - 25#	CS	109.00	96.00	██████████
TGR / Tomato, Grape Red - 12ct	CS	17.00	17.00	██████████
TGR / Tomato, Grape Red - 12ct	PK	6.00	6.00	██████████
TGR1002 / Tomato, Grape 100x2oz	CS	10.00	7.00	██████████
TSL / Tomato, Sliced 5#	BAG	260.00	260.00	██████████
Item Count: 19 / Line Count: 20			Total:	██████████



STATEMENT OF ACCOUNT

Statement Date	Account No.
03/03/2023	[REDACTED]

Pacific Rim Produce
 1950 North Loop Rd.
 Alameda, CA 94502

Check No. _____
 Date Paid. _____
 Amount. _____

Bill To:

[REDACTED] Middle School [REDACTED]
 [REDACTED]
 [REDACTED]

Transaction Date	Invoice Number	Description	Amount	Balance	
04/01/2022	30502	Online			
05/06/2022	33253	Online			
05/13/2022	33723				
05/13/2022	33821	Online			
05/20/2022	34212				
10/04/2022	43797	Online			
02/06/2023	51901				
02/09/2023	52532	Online			
02/27/2023	52852				
02/27/2023	53216	Online			
Under 7 days	Over 7 days	Over 14 days	Over 21 days	Over 28 days	Total Due:

Please detach and return with payment

Amount Enclosed

Remit To:
Pacific Rim Produce
 1950 North Loop Rd.
 Alameda, CA 94502

Price Guide



"Please Use Pen"

Prices subject to change based on current market conditions at time of delivery.

Item #	Description	Pack Size	U/M	Ad	Price	Sat / Sun	Sun / Mon	Mon / Tue	Tue / Wed	Wed / Thu	Thu / Fri	Fri / Sat
AG138	Apple, Gala 138ct	1/138CT	/ CS	*	██████							
AGS138	Apple, Granny Smith 138ct	1/138CT	/ CS	*	██████							
APL138	Apple, Pink Lady 138ct	1/138CT	/ CS	*	██████							
AG198	Apple, Gala 198ct	1/198CT	/ CS	*	██████							
BANPE	Banana, Petite 40#	1/40#	/ CS	*	██████							
BAN	Banana, Ripe - 40#	1/40#	/ CS	*	██████							
BASL	Basil Green Loose - 1#	1/1#	/ BAG	*	██████							
BOKB	Bok Choy, Baby Shanghai 25#	1/25#	/ CS	*	██████							
BRF	Broccoli, Florets- 4/3#	4/3#	/ CS	*	██████							
CABGSH 45	Cabbage, Green Shredded 4/5#	4/5#	/ BAG	*	██████							
CARC45	Carrot, Coins 4/5#	4/5#	/ BAG	*	██████							
CARBP1 003	Carrot, Baby Peeled Cello 100/3oz	100/3OZ	/ CS	*	██████							
CARSH	Carrot, Shredded - 5#	1/5#	/ BAG	*	██████							
CAUF43	Cauliflower, Florets - 4/3#	4/3#	/ CS	*	██████							
CELST	Celery, Stick 1" 5#	1/5#	/ BAG	*	██████							
CUC36	Cucumber, 36ct	1/36CT	/ CS	*	██████							
SALF	Salad, Fruit 5# Tub SPECIAL MIX 3 DAY PREORDER	1/5#	/ TUB	*	██████							
GINCHP	Ginger, Chopped Jar 9oz	1/9OZ	/ JAR	*	██████							
GPG	Grape, Green Seedless 18#	1/18#	/ CS	*	██████							
GPR	Grape, Red Seedless 18#	1/18#	/ CS	*	██████							
JICST	Jicama, Stick 3" x 1/2" - 5#	1/5#	/ BAG	*	██████							
SSK	Salad, Savoy Flowering Kale 24ct	1/24 CT	/ CS	*	██████							
KIWIVF	Kiwi, Volume Fill 20#	1/20#	/ CS	*	██████							
L12	Lemon, 12ct	1/12CT	/ BAG	*	██████							

SAMPLE ONLINE INVOICE REPORT

Invoices



Inv #	Date	Amount	Balance
34706	05/31/2022	232.50	232.50
34184	05/23/2022	454.47	454.47
33726	05/16/2022	2,005.18	2,005.18
33146	05/09/2022	1,487.08	1,487.08

NEWSLETTER

January 2023

NOW IN SEASON

- Satsuma Stem & Leaves - Bluejay
- Cara Cara Pink Navel Orange – 72ct
- Meyer Lemon – 10# - *sold by case. 2 Day pre-order*
- Kumquat 10# - *sold by the case. 3 Day pre/order*
- Blood Orange – 44ct – *sold by the case*
- Pumelo 8ct – *sold by the case*
- Melo Glo 23/27ct – *sold by the case*

Seasonal Winter Squashes:

- Acorn Squash
- Butternut Squash
- Delicata Squash
- Kabocha Squash
- Spaghetti Squash

SEASON DONE

- Fresh Cranberry Cello

UPCOMING HOLIDAYS – WE WILL BE OPEN

- Martin Luther King Day - Jan 16
- Chinese New Year's - Jan 22nd

GROCERY ITEMS: AVAILABLE NOW

- Demerara Cane Sugar – 50#
- Ponzu Sauce Kikkoman – 6/64oz
- Coconut Vinegar Organic – 12/15oz

Available 2-Day Pre-Order by 9:00 AM:

- Pre/Cuts – Custom Cut Fruits/Vegetables
- Take-Out Containers

Available 3 Day Pre-Order by 9:00 AM:

- Fresh Origins (Micro Greens/Edible flowers)



PRODUCE HIGHLIGHTS:

Seasonal Produce – Inquire with your Sales Rep. for pricing info:

- Celery Root – 25#
- White Belgian Endive – 10#
- Satsuma Stem & Leaves Blue Jay
- Living Butter Lettuce – 12ct
- Living Watercress – 12ct



May the new year begin with a big bang. We also reflected on our value partnership and are excited about what lies ahead in 2023. Wishing everyone health and continued prosperity.

Cheers to the New Year!

2023



Market At a Glance

Rain and cold temperatures in Arizona and Mexico are causing harvest delays and crop damage.

- Asparagus: Supplies are tight with cold weather in Mexican. Increase demand.
- Avocado: Plentiful Mexico crop.
- Beans: Good Quality and Moderate demand after the holidays.
- Bell Peppers: Cooler temperatures slowing down production.
- Broccoli & Cauliflower: Low supplies due to cold weather and high demand.
- Celery: Low supplies due to cold temperatures and higher demand.
- Citrus: Lemons are in good supply. Lime is tighter in supplies until a new crop starts in a couple of weeks.
- Corn: Good supplies of yellow and white corn.
- Lettuce: Slight improvement in quality and supplies. Red and Green Leaf prices have come down.
- Tomato: Tighter volumes of cherry and grapes tomatoes. Round and Roma harvests have slightly caught up to demand.

NEWSLETTER


FEBRUARY 2023

NOW IN SEASON

- Lacinato Kale 24ct
- Broccoli Rabe – 10ct
- Belgian White Endive – 10#

Limited/Gapping

- Nasturtiums (Quality)
- Marigolds (Quality)

SEASON DONE

- Celery Root 25# - switching to 12ct Bunched
- Pomegranates
- Satsuma Stem & Leaves
- Lemon Verbena
- Quince



PRODUCE HIGHLIGHTS:

Seasonal Produce – Inquire with your Sales Rep. for pricing info:

- Sunchoke Loose – 20#
- Blood Oranges – 20#
- Banana Fingerling Potato – 50#
- Rainbow Chard – 12ct



GROCERY ITEMS: AVAILABLE NOW

- Wheat Cous Cous – 5#
- Pearl Farro Grain – 4/3#
- IQF Edamame Shelled – 20/14oz


Available 2-Day Pre-Order by 9:00 AM:

- Pre/Cuts – Custom Cut Fruits/Vegetables
- Take-Out Containers

Available 3 Day Pre-Order by 9:00 AM:

- Fresh Origins (Micro Greens/Edible flowers)

ALL FRESH ORIGINS PREORDERS FOR VALENTINE'S DAY ARE DUE BY TUESDAY, FEB. 7TH.



President's Day

Monday, February 20th.
Pacific Rim Produce will be closed.
We will resume regular business hours on Tuesday, February 21st.
If you have an order for the above date, it will be delivered on the next business day.

Happy 2023 President's Day



Market At a Glance

- Asparagus: Cold front is slowing growth. Light demand.
- Avocado: Steady Mexican crop with good oil content.
- Beans: Higher demand for Mexico crops. Cold weather is limiting supplies in the East.
- Bell Peppers: Improved Mexican supplies leading to lower prices.
- Berries: Volume is holding steady for Blackberry and Blueberry. Strawberry volume is light, heading into Valentine's.
- Broccoli/Broccolini: Improved supplies from multiple growing regions.
- Celery: Higher volume from the Desert leads to lower prices.
- Cucumbers: Light volume due to cold front, high demand. English cucumber with moderate-high demand.
- Grapes: Light supplies from Peru with logistic issues. The Chilean crop just started.
- Lettuce/Greens: Improve supplies and good quality. Plenty of icebergs.
- Limes: Lower supplies until the new crop starts in a couple of weeks.
- Melons: Cantaloupe and Honeydew – light supplies from Costa Rica and Honduras.
- Tomatoes: Quality continues to improve from Mexico on round and romas.

NEWSLETTER

March 2023

NOW IN SEASON

- Lacinato Kale – 12ct
- Collard Green – 12ct
- Spring Garlic – 10#

Limited/Gapping

- Broccolini 18ct – Limited
- Cauliflower
- Finger Limes
- Chervil/Thymes

SEASON DONE

- Wild Chanterelles Mushrooms (CA)
- Page Mandarins



PRODUCE HIGHLIGHTS:

Seasonal Produce – Inquire with your Sales Rep. for pricing info:

- Spring Onion – 10#
- Dragon Fruit Yellow White Flesh – 10#
- Blood Orange – 20#



GROCERY ITEMS: AVAILABLE NOW

- Castelvetro Pitted Green Olives – 2.3kg
- Frozen Hash Brown Shredded – 6/3#
- Frozen Chipotle Black Bean Burger Gluten-Free – 10#
- Dried Fruit Cranberry – 5#

Available 2-Day Pre-Order by 9:00 AM:

- Pre/Cuts – Custom Cut Fruits/Vegetables
- Take-Out Containers

Available 3 Day Pre-Order by 9:00 AM:

- Fresh Origins (Micro Greens/Edible flowers)





Market At a Glance

- Asparagus: The market is higher, due to rain and cold weather. Big demand for all sizes.
 - Avocado: Plenty of supplies out of Mexico
 - Anise/Fennel: Supply shortages for the next 2 weeks.
 - Broccoli: Steady market and supplies.
 - Broccolini: Short supplies from recent rains and planting issues.
 - Beans: Good quality and supplies with lower demand.
 - Bell Peppers: Red and Yellow Bells remain tight from Mexico. Strong market.
 - Berries: good supplies and moderate demand.
 - Grapes: Improve Chilean supplies of red & green grapes.
 - Lettuce: Steady supplies, but cooler weather will affect the sizing.
 - Lemon/Oranges: Good volume and quality large fruits.
 - Limes: Supplies continued to be limited due to lower yields and fair quality.
 - Melon: Tighter supplies of cantaloupe and honeydews
- 



8. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.

Preventative Maintenance is managed by Kelly's Truck Repair in San Leandro and Bay Area Mobile SF every 5,000 miles. We also have a lease program with Penske Truck as a back up in case of emergencies.

Our trucks are updated, all trucks are refrigerated at 41° or less. And most importantly, complies with current emission laws. Our trucks are equiped DEF technology which causes a chemical reaction that transforms harmful pollutants into clean air.

Truck	Make	Model	Year
1	ISUZU	NPR	2019
2	ISUZU	NPR	2021
3	ISUZU	FTR	2021
4	HINO	268	2019
5	HINO	268	2020
6	ISUZU	NPR	2018
7	ISUZU	FTR	2021
8	ISUZU	NPR	2020
9	ISUZU	FTR	2020



LOCAL FARMS



CAPAY, CALIFORNIA ALL ORGANIC

Red Chard, Green Chard, Rainbow Chard, Lacinato Kale, Red Kale, Green Kale, Fennel, Leeks, Collards, Romanesco, Spinach, ShiShito Pepper, German Butterball Potato, Fingerlings Potato, Nantes Bunched Carrots, Red beets, Gold Beets, Red Radish, Butternut Squash, Kabocha Squash, Globe Eggplant, Asparagus, Apricots, Satsuma Mandarins, Meyer Lemons, Honeydew, Cantaloupe, Mixed Heirloom Tomatoes, Vintage Wine Tomato, Cherokee Tomato, Brandy Wine Tomato.



COKE FARMS SAN BAUTISTA, CA ALL ORGANIC

Chioggia Beets, Meyer Lemons, Strawberries, Frisee, Brisling Mix, Celery Root, Whole Garlic, Kale, Chard (Gold, Green, Rainbow), Green Beans, Italian Parsley, Red Romain, Santa Rosa Plums, Toy Box Tomatoes.



D'ARRIGO BROTHERS SALINAS, CA

Artichokes, Broccoli, Cauli Flower, Broccoli Rabe, Cactus Pear, Nopalitos, Fennel, Butter Lettuce, Green Leaf Lettuce, Romaine Lettuce, Romaine Hearts.



LAKESIDE ORGANICS WATSONVILLE, CA ALL ORGANIC

Broccoli, Broccoli Crowns, Broccoli Leaf, Green Cabbage, Red Cabbage, Savoy Cabbage, Cauliflower, Celery, Celery Hearts, Chards, Endive, Escarole, Frisée, Green Dandelions, Radicchio, Red Dandelions, Cucumber, Eggplant, Fennel, Arugula, Collard Greens, Cilantro, Dill, Parsley Curly, Parsley Italian, Green Kale, Lacinato Kale, Red Kale, Leeks, Green Butter Lettuce, Green Leaf Lettuce, Iceberg, Red Butter Lettuce, Red Leaf Lettuce, Romaine, Romaine Hearts, Bok Choy, Mei, Qing Choi, Napa Cabbage, Radishes, Spinach, Golden Beets, Red Beets, Celery Root, Parsnips, Rutabagas, Turnips, Black Spanish Radish, Brussels Sprouts, Sweet Baby Broccoli, Watermelon Radish, Green Beans, Green Bell Pepper, Red Bell Pepper, Zucchini Squash.



MANN'S PACKING SALINAS, CA CONVENTIONAL

Snapp Peas, Brokalin, Broccoli Slaw, Mixed Veg broccoli Rabe, Stringless Snap Peas



CASTANEDA BROS. PRODUCE VACAVILLE, CA

Squash, Peppers, Cucumbers, Peaches, Corn, Watermelon, and more!



NUNES GROWERS SALINAS, CA CONVENTIONAL

Asparagus, Bok Choy, Broccoli, Cauliflower, Celery, Celery Hearts, Cilantro, Collard Greens, Dill, Fennel, Gold Beets, Green Cabbage, Green Chard, Green Kale, Green Leaf Lettuce, Iceberg Lettuce, Italian Parsley, Leeks, Rainbow Chard, Rainbow Chard, red Beets, Red Cabbage, Red Kale, Red Leaf Lettuce, Romaine Hearts, Spinach, Strawberries, Sweet Baby Broccoli.



OCEAN MIST CASTROVILLE, CA CONVENTIONAL

Artichokes, Asparagus, Beets, Broccoli, Brussels Sprouts, Cardone/Cardoon, Cauliflower, Celery, Cilantro, Curly Parsley, Fava Beans, Fennel/Sweet Anise, Green Onions, Iceberg Lettuce, Italian Parsley, Kale, Leaf Lettuce, Broccoli Rabe, Romain, Spinach,



PACIFIC INTERNATIONAL SALINAS, CA CONVENTIONAL

Anise / Fennel, Beets, Bell Peppers, Broccoli, Brussels Sprouts, Carrots, Cauliflower, Celery, Cilantro, Green Onion, Head Lettuce, Leaf Lettuce, Onions, Radish, Romain, Spinach, Spring Mix.



RATTO BROTHERS MODESTO, CA

Beet Greens, Broccoli Rabe, Collard Greens, Dandelion, Kale, La Cinato Kale, Mustard, Curly, Spinach, Swiss Chard, Green, Swiss Chard, Rainbow, Swiss Chard, Red, Turnip Greens, Butter, Endive, Escarole, Green Leaf, Red Leaf, Romaine, Spring Mix, Baby, Bok Choy, Beets, Belgian Endive, Cactus Leaves, Cardoni, Celery Root, Chong Gak Moo, Daikon Radish, Daikon Tops, Kohlrabi, Lo Bok, Lo Bok Tops, Parsnips, Putbechu, Radicchio, Watercress, Yulmoo, Assorted Herbs, Mix Medley Tomato, Orange Cherry Tomato, Red Cherry tomato, Yellow Cherry Tomato, Sugar Plum Tomato, Sungold Tomato, Sweet 100's Tomato.



T&A FARMS SALINAS, CA CONVENTIONAL

Dew Drop Cabbage, Iceberg Lettuce, Romaine & Romaine Hearts, Butter Lettuce, Boston Lettuce, Red Leaf, Green Leaf, Escarole, Endive, Cauliflower, Broccoli, Celery & Celery Hearts, Colored Coulflower, Green Onions.



VIERRA FARMS DIXON, CA

Black Seedless Watermelon, Yellow Seedless Watermelon, Vine Ripe Tomatoes, Yellow, White & Mixed Corn, Zucchini, Broccoli, Eggplant, Bell Peppers, Potatoes, Pumpkins and Gourds, Summer and Winter Squash, Peaches and Nectarines.



Attachment “4”
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

12. Supporting SDFRs: Do you currently have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.

- Yes, both (please describe in bid package)
- We have a process in place for collecting data but NOT a plan with goals in place to increase support of SDFRs
- We have a plan with goals in place to increase support of SDFRs but NOT a process in place for collecting data
- We have neither a plan with goals in place to increase support of SDFRs nor a process in place for collecting data

Our new vendor approval process identifies vendors that are SDFR and/or BIPOC and whom adheres to Fair Labor Practices. We prioritize purchasing from farms with Union representation and certified by Fair Trade IMO. Please see attached document for our screening questions when pursuing a new vendor.

12. Supporting SDFRs: Do you currently have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.



Pacific Rim Produce Supplier Questionnaire

Please complete this form, **provide a copy of insurance**, and any **certificates** that apply. Return to Pacific Rim Produce via e-mail to eva@pacificrimproduce.com & shirley@pacificrimproduce.com . All details provided are treated as **confidential** and are only used to support the Approved Supplier Program.

ADMINISTRATIVE

Corporate Name:	
Division Name:	
Company Website:	
Facility Address:	
Facility Phone:	
Facility Fax:	
Emergency 24hr Phone:	

COMPANY CONTACT INFORMATION

Key Contact Name:	
Key Contact Title:	
Key Contact Phone:	
Key Contact Fax:	
Key Contact Email:	

DESCRIPTION OF PRODUCT

Products Supplied:	
Other products in facility:	
Please list any of the U.S. top 8 allergens in facility:	
Method of Delivery:	

Document: 090118	Title: Pacific Rim Produce Supplier Vendor Form	Page: Page 1 of 2
Version: 1	Issue Date: 09/01/18	Approved By:



Pacific Rim Produce Supplier Questionnaire

FOOD SAFETY

Question	YES	NO	N/A	ADDITIONAL INFORMATION
Do you have a written food safety program?				
Do you have a HACCP plan?				
Has a food safety risk assessment been conducted?				
Do you have sanitation program?				
Do you have GMP's?				
Do you have an allergen control program?				
Do you have a pest control program?				
Do you have a recall program?				
Do you have a supplier approval program?				
Do you participate in 2 nd or 3 rd party audits?				
What was the date of the last 2 nd or 3 rd party audit?				
Are you part of a Union?				
Are you Fair Trade Certified? If answer is yes, please provide a certificate				
Do you practice Fair Labor?				
Are you classified under the SDFR or BIPOC group category? Please specify.				

*The answers contained within this questionnaire are true and accurate. I understand that the information will be used in the evaluation process to assess the suitability as a supplier. *

COMPLETED BY

NAME: _____

POSITION: _____

SIGN: _____

DATE: _____

All information above must be completed by the supplier. For internal use only:

QA APPROVAL

Approved:

Rejected:

Pending:

NAME: _____

POSITION: _____

SIGN: _____

DATE: _____

Document: 090118	Title: Pacific Rim Produce Supplier Vendor Form	Page: Page 2 of 2
Version: 1	Issue Date: 09/01/18	Approved By:



Attachment "4"
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

13. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures. **Please see attached for ordering options.**

13. Ordering Systems and Reports -
Can orders be placed online or by e-mail?
Please describe ordering procedures.



2-Day Pre-orders & 3-Day Pre-orders for all pre-cut and specialty items

ORDERING OPTIONS:

Online Order:

www.pacificrimproduce.com

Before 12:00 PM for next day delivery

Before 4:00 AM for EMERGENCY same-day delivery



**Order Desk/Customer Service: #510-832-8839 10:00 PM – 4:00 PM
Afternoon weekdays only**

**Order Desk/Voice Message: #510-995-3636 24 hours
Only**

Fax: #510-865-1810 24 hours

Holiday Schedule:

**Jan New Year's Day
Feb Presidents' Day
May Memorial Day
July Independence Day
Sept Labor Day
Nov Thanksgiving & Day After
Dec Christmas & Day After**

Thank you!

**Pacific Rim Produce
1950 N. Loop Road
Alameda, Ca 94502
510.832-8839 T
510.865-1810 F**

PACIFIC RIM PRODUCE ONLINE ORDERING INSTRUCTIONS



Please use this link to log into the online portal and click on the ORDER NOW button.

<https://www.pacificrimproduce.com/>

You may also use the QR code shown on this document to access the online order portal.



STEP 1: Fill in the blank fields.

1. Default Delivery Date: **INPUT** your desire delivery date.
2. Your Account#: **INPUT** assigned login info.
3. Password: **INPUT** assigned password info.

STEP 2: Upon signing in, you will first see your **DEFAULT MENU**, which is your order guide.

1. **INPUT** the Qty number for each item you are ordering.
Make sure the U/M (e.g., case, each, pack, bunch, and etc.) is correct.
2. **CLICK** Add to Shopping Cart to continue.

Item	Description	Country of Origin	U/M	Ad	Qty
BR	Bell Pepper, Red Choice 25#	USA	CS		
BG	Bell Pepper, Green Choice 25#	USA	CS		
MRB	Mushroom, Button 10#	USA	CS		
SPBO	Spinach, Baby Organic 4#	USA	CS		
EGLL	Egg, Large Loose 15dz	USA	CS		

PACIFIC RIM PRODUCE ONLINE ORDERING INSTRUCTIONS



STEP 3: Complete your order

1. **REVIEW** your order list. Make sure the ITEM(S) and QTY are correct.
2. **INPUT** PO# if any, and/or Order Notes if any.
3. **CLICK** Submit Order when done and/or Continue Shopping to add on any missing items and repeat steps 2-3 to complete your order.

Shopping Cart

Description	U/M	Qty	Comment
Bell Pepper, Red Choice 25#	CS	1	
		7.00	

Add Order Info

Enter Customer PO Number

Add Order Notes

Review Agreement

Customer Number: C88GRA

Delivery Date: 11/19/2020

By submitting this order, you agree to pay for this order. Prices may change on the order due to market fluctuations and/or items sold by weight. Please call the office at 510-832-8839 with any additions or concerns with your order. Thank you.

[Continue Shopping](#) [Submit Order](#)

TO SEARCH FOR ITEMS OUTSIDE OF YOUR ORDER GUIDE

- **CLICK** on the CATEGORY (e.g., Fruit, Grocery, or Vegetables) on the header bar.
- **INPUT** the item name in the search box and **PRESS** go.

FRUIT GROCERY VEGETABLES

Category: Fruit

Default Delivery Date:
11/19/2020

Menu

Search items: [Go](#)

Item	Description	Country of Origin	U/M	Ad	Qty
ACAM1230	Apple, Cameo Organic 12/3#	USA	CS		
AF1130	Apple, Fuji Organic 113ct	USA	CS		
AF1230	Apple, Fuji Cello Organic 12/3#	USA	CS		



Attachment "4"
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

23. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?

Customers are notified by phone and email. Please see attached recall example.



THIS IS A MOCK RECALL!!! ONLY A TEST!!!! NOT REAL!!!

July 01, 2022

Dear valued customer,

This letter is intended to explain PACIFIC RIM PRODUCE'S "MOCK" recall. This "MOCK" recall is for internal training and auditing purposes only. The PACIFIC RIM PRODUCE recall team will perform as if this recall was a matter of public health by following the steps deemed necessary by the food safety coordinator. Again, this is **ONLY A TEST. NO PRODUCT** needs to be held or pulled from the marketplace. We ask for your full cooperation throughout this process to gain complete understanding of our plan's effectiveness. We are looking to trace all ***BananaRED070122.***

Actions required would be to ensure you did indeed receive this product with the ability to trace the destinations of this product. Tomorrow we will send a questionnaire for you to fill out the form and fax or email back by the end of the day tomorrow. We will also be calling all customers and emailing customers to communicate this same information. If you would like more information about our recall plan, please feel free to contact us. Thank you for your cooperation.

Sincerely,

Eva Hom

Pacific Rim Produce

510.832-8839 tel

510.865-1810 fax

510.224-8734 m

eva@pacificrimproduce.com



("MOCK") Recall Status Check Questionnaire

THIS IS ONLY A TEST! NOT REAL!!!

*** No live action required. This is a MOCK recall so by filling out the form as if it were a live recall is all we ask.***

PRODUCT RECALL: Banana Red LOT NUMBER: 070122

Please read each question, check the appropriate answer, and return immediately to EVA HOM

Fax: 510-865-1810 or EVA@PACIFICRIMPRODUCE.COM

Date & Time: July 1, 2022

Type of Recall:

Class I (removal of products that present a threat to consumer health or safety)

Class II (removal of products that pose a potential threat to health or safety or legal violation)

Class III (health hazard remote or non-existent)

1. Did your firm receive notification that PACIFIC RIM PRODUCE is requesting a "MOCK" product hold and/or "MOCK" recalling its banana red Yes/No: y
2. Who contacted your firm and when? eva h
3. Is there a better form of communication than the one you were contacted on? Yes/No: n
4. If so, please inform (i.e. name, number, fax, email): _____
5. Did your firm receive shipments of the product being placed on hold and/or recalled? Yes/No: y
6. Do you have any of the recalled products on hand? Please check your inventories before answering. This is very important. Yes/No: y
7. If the answer to question 6 is YES, do you intend to destroy product as requested? Yes/No: y
8. If the answer to question 7 is NO, please explain your intentions. _____
9. How much of this product do you currently have on hand? 0
10. Have you distributed any of this product to any of your customers? Yes/No: n
11. If the answer to question 10 is YES, have you communicated the recall to them? Yes/No: n
12. Have you received any reports of illness or injury related to this product? Yes/No: _____
13. If the answer to question 9 is YES, please provide details. _____
14. Name/Title of the person completing this questionnaire. wilson

Date & Time: 7/1/22 4:00pm



Attachment "4"
PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

25. Food and Nutrition Education - Has your company previously provided a district with farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below. **YES. Please see attached fliers.**



SILVERADO
MIDDLE SCHOOL

2018
FRESH FRUIT
Fundraiser

Sponsored by:



Satsuma
Mandarins



THE FRESH FRUIT & VEGETABLE PROGRAM



FEATURED ITEM: CANTALOUPE



Cantaloupe

Nutrition Facts	
Serving Size (177g)	
Amount Per Serving	
Calories 60	
	% Daily Values*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Potassium 400mg	11%
Sodium 28mg	1%
Total Carbohydrate 16g	5%
Dietary Fiber 2g	8%
Sugars 14g	
Protein 1g	2%
Vitamin A 120%	Vitamin C 108%
Calcium 2%	Iron 2%
*Percent Daily Values are based on a 2,000 calorie diet. Your Daily Values may be higher or lower depending on your calorie needs.	
	Calories 2,000 2,500
Total Fat	Less than 65g 80g
Sat Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300mg
Sodium	Less than 2400mg 2400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g

- A cantaloupe is a type of fruit.
- The plant produces small yellow flowers which are 1.2–3.0 cm (0.5–1.2 in) in diameter and large oval to round fruit with green to orange flesh. Melon is an annual plant and a vine can grow up to 3 m (9.8 ft) in length.
- There are 34 calories in 100 grams (3.5 ounces) of cantaloupe.
- Cantaloupe is an excellent source of vitamin C and vitamin A (in the form of carotenoids). It is also a good source of B vitamins (B1, B3, B6, and folate) as well as vitamin K, potassium, magnesium, copper, and fiber. When the edible seeds of the cantaloupe are eaten, this melon also provides a measurable amount of omega-3 fat in the form of alpha-linolenic acid.
- The health benefits of cantaloupe include prevention of heart attacks, improves eye health, good for skin, weight loss, prevents arthritis, healthy lungs, boost the immune system, improves cardiovascular system and prevent cancer

Melon--Cucumber Salad

1/2 Cup Vegetable Oil

1/4 Cup Fresh Lemon Juice

1 Teaspoon Sugar

1/2 Teaspoon Salt

Dash Freshly Ground Pepper

3 Medium Cucumbers, Thinly

Sliced

6 Cups Arizona Honeydew, Cantaloupe and Watermelon

1 bag Crisp Salad Greens

Directions

Cut honeydew, cantaloupe and watermelon in 3/4 inch pieces. Mix oil, lemon juice, sugar, salt and pepper. Toss cucumber slices, melon and oil mixture in bowl; chill. Serve on salad greens.

Provided by: Sandstone Melon Farms

MANDARIN

NUTRITION INFORMATION

Amounts per 1 medium (2-1/2" dia) (88g)

Calorie Information

Amounts Per Selected Serving		%DV
Calories	48.6 (195 kJ)	2%
From Carbohydrate	42.0 (176 kJ)	
From Fat	2.3 (9.6 kJ)	
From Protein	2.4 (10.0 kJ)	
From Alcohol	0.0 (0.0 kJ)	

Protein & Amino Acids

Amounts Per Selected Serving		%DV
Protein	0.7 g	1%

[More details](#)

Carbohydrates

Amounts Per Selected Serving		%DV
Total Carbohydrate	11.7 g	4%
Dietary Fiber	1.6 g	6%
Starch	0.0 g	
Sugars	9.3 g	

[More details](#)

Vitamins

Amounts Per Selected Serving		%DV
Vitamin A	599 IU	12%
Vitamin C	23.5 mg	39%
Vitamin D	~	~
Vitamin E (Alpha Tocopherol)	0.2 mg	1%
Vitamin K	0.0 mcg	0%
Thiamin	0.1 mg	3%
Riboflavin	0.0 mg	2%
Niacin	0.3 mg	2%
Vitamin B6	0.1 mg	3%
Folate	14.1 mcg	4%
Vitamin B12	0.0 mcg	0%
Pantothenic Acid	0.2 mg	2%
Choline	9.0 mg	
Betaine	0.1 mg	

[More details](#)

Fats & Fatty Acids

Amounts Per Selected Serving		%DV
Total Fat	0.3 g	0%
Saturated Fat	0.0 g	0%
Monounsaturated Fat	0.1 g	
Polyunsaturated Fat	0.1 g	
Total trans fatty acids	~	
Total trans-monoenoic fatty acids	~	
Total trans-polyenoic fatty acids	~	
Total Omega-3 fatty acids	15.8 mg	
Total Omega-6 fatty acids	42.2 mg	

[Learn more about these fatty acids and their equivalent names](#)

[More details](#)

Minerals

Amounts Per Selected Serving		%DV
Calcium	32.6 mg	3%
Iron	0.1 mg	1%
Magnesium	10.6 mg	3%
Phosphorus	17.6 mg	2%
Potassium	146 mg	4%
Sodium	1.8 mg	0%
Zinc	0.1 mg	0%
Copper	0.0 mg	2%
Manganese	0.0 mg	2%
Selenium	0.1 mcg	0%
Fluoride	~	

Sterols

Amounts Per Selected Serving		%DV
Cholesterol	0.0 mg	0%
Phytosterols	~	

Footnotes for Melons, cantaloupe, raw [includes USDA commodity food A415]

Source: Nutrient data for this listing was provided by USDA SR-21. Each "~" indicates a missing or incomplete value.

Percent Daily Values (%DV) are for adults or children aged 4 or older, and are based on a 2,000 calorie reference diet. Your daily values may be higher or lower based on your individual needs.

Nutrition Data's Opinion, Completeness Score™, Fullness Factor™, Rating, Estimated Glycemic Load (eGL), and Better Choices Substitutions™ are editorial opinions of NutritionData.com, given without warranty, and are not intended to replace the advice of a nutritionist or health-care professional. Nutrition Data's opinions and ratings are based on weighted averages of the nutrient densities of those nutrients for which the FDA has established Daily Values, and do not consider other nutrients that may be important to your health or take into account your individual needs. Consequently, Nutrition Data's higher-rated foods may not necessarily be healthier for you than lower-rated ones. All foods, regardless of their rating, have the potential to play an important role in your diet.

The Amino Acid Score has not been corrected for digestibility, which could reduce its value.



Attachment "4" PACIFIC RIM PRODUCE QUESTIONNAIRE RESPONSE

28. Local Farmer Outreach Program - Please describe your company's strategy for working directly with farmers and/or aggregators and any experience you have processing for local farmers.

Pacific Rim Produce has been working with small growers since 1993. Our strategy includes working with CAFF- Community of Family Farmers, Shared Plate Strategies, and Kitchen Table Ad. We connected with Pisga Organics for sweet strawberries and delicious persimmons with Top 10 Organics via CAFF. We also work with Coke Farms to distribute fresh and local organic produce year -round. We partner with a food safety certified processor for pre cuts. They provide standard and customized options. We are also willing to work with OUSD's current farmers to assist in deliveries and logistics.

REFERENCES - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Contact Person & Title	DEBBIE AUSTIN DIRECTOR OF CHILD NUTRITION
Telephone Number	MOBILE: 510-908-2614 EMAIL: DAUSTIN@MVWSD.ORG
Required Number of Deliveries per Week	3X

Reference #2

School District	SAN FRANCISCO SCHOOL DISTRICT
Contact Person & Title	ALEXANDRA EMMOTTA / SENIOR CULINARY MGR JENNIFER LEBARRE EXECUTIVE DIRECTOR NUTRITION SERVICES AT SFUSD
Telephone Number	ALEXANDRA: 617-872-3479, EMAIL EMMOTTA@SFUSD.EDU JENNIFER: 415-749-3604, EMAIL LEBARREJ@SFUSD.EDU
Required Number of Deliveries per Week	3X

Deborah Austin
Mountain View School District
750 A San Pierre
Mountain View, Ca 94040

To whom it may concern:

Pacific Rim Produce has been a produce vendor for my last two school districts, from 2013 to current.

I have found Pacific Rim to be a company that has a business model that supports the community commitment to champion sustainability programs and to work with our school district to help develop initiatives to successfully address critical food issues including childhood obesity, malnutrition and hunger.

Pacific Rim has helped our district, to further commit, to purchase locally sourced products.

Pacific Rim, maintains compliance with all Federal and State Regulations. I have seen their business grow and yet they have managed new account expansion, relationship management and implemented new infrastructure/systems needed for their substantial growth over the last five years. They also managed their organization's physical infrastructure, plant and system maintenance. Their staff are responsive and their trucks adhere to agreed upon delivery sites and times. Whenever a delivery is late, we get a phone call and when product is not available, we get an email or phone call.

Pacific Rim will be an asset to your district and a partner to support the health and welfare to your students.

If you would like additional information about Pacific Rim, you can reach me at 510-908-2614.

Sincerely,

Deborah Austin

Child Nutrition Director

Mountain View Whisman School District

750 A San Pierre Ave.

Mountain View, CA 94040



841 Ellis Street
San Francisco, CA 94109
415-749-3604
SchoolLunch@sfusd.edu

March 4, 2023

To Whom It May Concern,

I am writing this letter to highly recommend Pacific Rim Produce Company as an excellent produce distribution company. I've worked with Eva, Milly and the Pacific Rim team for the last year here at San Francisco Unified School District, where they make weekly deliveries to 21 schools across the city. I also worked with Pacific Rim during my tenure at Oakland Unified School District between 2012 and 2018, where they delivered to 30 sites on a weekly basis.

The attributes that come to mind when I think about Pacific Rim are: integrity, transparency, and flexibility. Pacific Rim works with a wide variety of small local growers and is able to provide farm identification on invoices and monthly sourcing reports. Ease of access to this type of information is key for any institution seeking to increase procurement of local and sustainable produce and to increase support for small and medium sized farms. Pacific Rim is family owned and their team is tremendously responsive and easy to work with. They make timely deliveries and their quality is excellent. The Pacific Rim team immediately addresses any issues that come up and are always willing to work collaboratively to come up with creative solutions to our ever-evolving operational and sourcing needs.

If you have any questions or would like to speak with me directly, I can be reached by email at emmotta@sfusd.edu.

Sincerely,

Alexandra Emmott

Acting Executive Director, Student Nutrition Services
San Francisco Unified School District



January 10, 2019

To Whom It May Concern:

I am writing today to highly recommend Pacific Rim Produce Company.

As the Food Service Director of Napa Valley Unified School District, I have been purchasing from Pacific Rim for the past year and have been completely satisfied with their performance. Pacific Rim offers timely deliveries, excellent customer service, and high quality produce. Their produce is competitively priced and they work hard to support local farmers and seasonality.

In addition, Eva Hom and Milly Hom recently worked with one of our community members/schools to create a school fundraiser selling high quality produce.

I am happy to recommend the services of Pacific Rim Produce Company.

Sincerely,

Brandy Dreibelbis

Director of Food Service

Napa Valley Unified School District

2425 Jefferson St

Napa CA 94558



4/25/22

To Whom it May Concern,

I am writing to recommend Pacific Rim Produce based on my experience working with them in my position as Executive Chef for the Food Services Department at Albany Unified School District.

Pacific Rim provides excellent customer service. They respond to inquiries promptly and are very helpful in resolving any questions or concerns regarding deliveries.

Pacific Rim also provides top-notch delivery services. Orders are fulfilled accurately and are delivered on time. Their products are high quality and items are always in stock.

Working with Pacific Rim has been enjoyable and stress-free and I look forward to continuing to rely on them for all of our produce needs.

Thank you,

Sabina Feinberg



NEWARK UNIFIED SCHOOL DISTRICT

5715 Musick Avenue. Newark. CA 94560 | (510) 818-4103

April 25, 2022

To Whom it May Concern:

Newark Unified School District has worked with Pacific Rim Produce for the 2021-2022 school year. We have been utilizing them for our fresh produce which we provide to all students within our district as a part of our National School Lunch and School Breakfast Program. I have worked with quite a few different produce companies throughout the 25 years I have been in foodservice.

As far as customer service goes, Pacific Rim has gone above and beyond any company, I have worked with. They are constantly communicating with us in regard to the availability of the produce ordered. If something is out of season, they are quick to provide options that are available in the quantities we are looking for. They also confirm the delivery date if I, or one of my staff members, forget which date the produce is scheduled for delivery. Communication is a large part of this partnership, and they are on top of everything.

My staff has been extremely pleased with the variety of options available as well as the quality of the produce we are receiving. If there are any issues, Pacific Rim is immediately there to assist with adjusting or correcting the problems we might have.

They have been a great company to work with this past year, and my staff and students have been extremely pleased with the products we received.

Sincerely,

Mary Sayers
Director, Child Nutrition Services
Newark Unified School District

April 21, 2022

To Whom It May Concern:

I am writing this letter to highly recommend Pacific Rim Produce Company as a vendor for any school district.

Our district has been purchasing from Pacific Rim over the past several years and have had a wonderful experience. I really appreciate their professionalism, excellent customer service, timely deliveries to multiple sites and high quality produce. Pacific Rim is competitively priced and work with local farmers as much as possible. Their staff is responsive and let us know if a delivery is ever running late. If an item is not available they will offer possible substitutions before delivery. On many occasions we will need to place an order on a nonscheduled delivery day and they will always do their best to accommodate.

If you have any questions or would like any additional information on Pacific Rim please call me at 510-337-7044.

Sincerely,

James Assia
Child Nutrition Director
Alameda Unified School District
2060 Challenger Drive
Alameda CA 94501



Growing Together

April 27, 2021

To Whom it May Concern,

Growing Together is an Oakland-based non-profit organization which for the past six years has operated fresh food distribution programs in close partnership with the Oakland Unified School District. Over the past school year, for example, we delivered weekly boxes containing 13-16 pounds of fresh produce to over 5,000 low-income households with children in public schools.

Having worked with a variety of distributors over the past 15 years, I can say without hesitation that I would give Pacific Rim my highest recommendation for supplying farm-fresh products. The variety they offer is extensive, and culturally appropriate. Their prices are always the most competitive, and they frequently offer "specials". The quality and freshness of their produce is top-notch, with most of their items available in organic. We feel delighted that our money is supporting a local small business, and in turn a variety of small farmers in our region. Having worked with farmers that sell to Pacific Rim, I know that they give their farmers fair prices and work to support them in many ways. Most importantly, however, we know that the customer service is the absolute best – we never have to worry if someone will be available to help us promptly with whatever issue comes up (no matter how difficult to meet our needs are!). In fact, Pacific Rim is the one and only supplier that we have gone to without fail to help us out of our most difficult situations this year, due to their responsiveness, flexibility, experience in this business, and most importantly - caring about the needs of the customer.

I can assure you, when looking for a supplier of high quality produce at fair prices and top-notch service, you could not make a better choice than Pacific Rim. If you have any questions please do not hesitate to contact me.

All the best,

Grey Kolevzon

Co-Director, Growing Together



To whom it my concern,

I am writing in regards to Pacific Rim Produce.

In my time with Whole foods Market, first in the Store as a Produce Team Leader and now as a Regional Produce Buyer, I have had nothing but positive experiences.

In terms of Product quality they have exceptional standards! Products offered are of the highest quality available and they have a wide variety of traditional items as well as specialty items. Communication about quality concerns are timely, before shipping the product.

With regards to service they are fantastic! Communication is timely and thorough. We get treated more like dear friends than customers. Eva and Milly work very hard to ensure we are well taken care of.

Building strong relationships and striving for a win-win in all aspects of their business is what they do every day. I highly recommend working with them!

With Respect,

Derek Ferrington
Regional Produce Buyer
Whole Foods Market – Richmond Distribution Center
6035 Giant Road – Richmond, CA 94806
derek.ferrington@wholefoods.com
Desk: (510) 662-3580 ext 282
Cell: (510) 367-3084

Raley's

family since 1935

Raley's. BEAUFAIR. NOB HILL. FOOD SOURCE.

January 7, 2019

Dir Sir/ Madam:

I am writing this letter to you as a recommendation for the services provided by Pacific Rim Produce.

Pacific Rim Produce has been a valuable partner since June 2005. We receive the highest quality produce consistently on a daily basis. Their customer service is excellent; they are open and receptive with our needs and concerns. The deliveries are on time with clean trucks and courteous drivers. They are compliant with all State and Federal regulations as well as GFS & HAACP certified. They are a resource that fully understands the produce industry and what is needed to get things done right.

For over thirteen years in our partnership, Pacific Rim Produce has proven their dedication to help us expand our produce assortment, provide great communication for day to day logistics, and aid us in the time of need. During emergency situations, they are first to step up and help providing us with immediate deliveries.

I am positive that if you make Pacific Rim Produce your vendor you will not be dissatisfied. You cannot pass up the opportunity to work with such a great vendor.

Best Regards,

Greg Corrigan
Sr. Director Produce and Floral
gcorriga@raleys.com
Phone 916-928-7730

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

"Excellence for All"

Board of Trustees

Debbie Decker, President
Morgan Childers, Vice President
Karen Rosenkilde-Bayne, Clerk
Deborah Bautista Zavala
Teresa Guerrero
Rogelio Villagrana
Jake Whitaker



Food Services

Spencer Springer, Director
902 College Street
Woodland, Ca. 95695
(530)406-5955 FAX# (530)406-5959

District Website: www.wjusd.org

Tom Pritchard, Superintendent

February 25, 2019

RE: Customer Service Pacific Rim Produce

Jose Gutierrez
Pacific Rim Produce
1950 N. LOOP RD. ALAMEDA CA 94502

To whom it may concern,

I am writing this letter to provide recommendation for Jose Gutierrez and Pacific Rim Produce.

We first brought this company in to provide service after our previous company closed and the following company provided unsatisfactory product and service. Jose and Pacific Rim Produce then began their service with us and we have been more than satisfied ever since. There have even been times when Jose himself delivered product in certain circumstances.

We have appreciated the business with Pacific Rim Produce and would recommend them as a business partner to whomever is interested.

Please do not hesitate to contact us for further reference or inquiries.

Sincerely,



Spencer Springer
Director, Child Nutrition



NUTRITION SERVICES

June 7, 2018

To Whom It May Concern,

Pacific Rim Produce has been a vendor for Oakland Unified School District since 2011.

Pacific Rim started as a provider for a small grant program and has expanded their capacity to support the entire meal program. They have consistently shown their commitment to support Oakland Unified School District's values, chief among them, supporting local farmers. Pacific Rim has reached out to farmers identified by OUSD's Farm to School Supervisor and provided technical assistance so that they could become a provider. Furthermore, they champion other sustainability programs all with the ultimate goal of providing healthy food to children.

Pacific Rim maintains compliance with all State & Federal regulations. I have seen their business grow and yet they have successfully managed new account expansion and customer service. They have created systems that have allowed for this and continue to expand their infrastructure. Their staff is responsive and often goes above and beyond to fulfill our needs. The deliveries occur as planned and if there are any issues, they proactively communicate so that we can plan accordingly.

Pacific Rim will be a tremendous asset to your organization.

If you have any questions or would like any additional information on Pacific Rim, please call me at 707-853-2521.

Thank you,

Jennifer M. LeBarre
Executive Director



NUTRITION SERVICES

October 17, 2018

To Whom It May Concern:

I highly recommend Pacific Rim Produce as a vendor for any school district.

They are compliant with all State and Federal regulations, their professionalism and customer service is top notch. Pacific Rim Produce has been our vendor since 2011. We continue to receive quality and locally sourced produce. Most importantly, they are on-time with their deliveries, proactive with their communication to resolve issues, and during emergency situations they provide same-day delivery. It is amazing how efficient they are in servicing our 40 plus sites.

I guarantee that you will not be disappointed if you partner with Pacific Rim Produce.

Best Regards,

Amy Glodde, RD, MPH
Menu Planner & Training Supervisor
Nutrition Services
Oakland Unified School District
www.OUSD.org
Every Student Thrives!
amy.glodde@ousd.org
510.434.2259 f
900 High Street, 2nd Floor
Oakland, CA 94601

NONCOLLUSION AFFIDAVIT - Attachment "6"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of Alameda

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

03/09/2023
(Date)

Alameda, CA
Signed at (Place)

Pacific Rim Produce
Bidder Name
(Person, Firm, Corp.)

Eva Hom 
Authorized Representative

1950 N. Loop Rd
Address

Eva Hom
Representative's Name

Alameda, CA 94502
City, State, Zip

Vice President
Representative's Title

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE -
Attachment "7"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Pacific Rim Produce

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Eva Hom / Vice President

Name & Title of Authorized Representative

03/09/2023

Date of Signing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wang Insurance Agency, Inc. Lic #0743903 2620 Judah Street San Francisco CA 94122-1432	CONTACT NAME: Hanna Wu PHONE (A/C No, Ext): (415)731-7062 E-MAIL ADDRESS: hanna@wangins.com		FAX (A/C, No): (415)731-8168
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company INSURER B: Redwood Fire and Casualty Ins. CO INSURER C: Security National Insurance Co. INSURER D: INSURER E: INSURER F:		NAIC #
INSURED Lifeline Sales Corp DBA: Pacific Rim Produce and Jamar Produce 1950 N Loop Rd Alameda CA 94502			

COVERAGES **CERTIFICATE NUMBER:** CL125205880 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

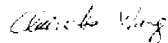
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		57SBAB09020	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Primary & Noncontributory						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	01APM032688-01	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			57SBAB09020	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 6,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	SWC1411686	10/14/2022	10/14/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate is naming Oakland Unified School District, its Board, officers and employees as additional insured under General Liability and Auto Liability as required by written contract(s), written permit(s) or written agreement(s) subject to policy conditions.
30 Days Written Notice of Cancellation

CERTIFICATE HOLDER

CANCELLATION

Oakland Unified School District attn: Risk Management 1000 Broadway, Ste 440 Oakland, CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Claire Wang/HANNA 
---	--

WORKERS' COMPENSATION INSURANCE CERTIFICATE - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Pacific Rim Produce

Name of Bidder (Person, Firm, or Corporation)



Signature of Bidder's Authorized Representative

Eva Hom / Vice President

Name & Title of Authorized Representative

03/09/2023

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

I, Eva Hom, am the Vice President of
(Print Name) (Title)

(Bidder Name): Pacific Rim Produce I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at Alameda, CA this day of 03/09/2023
(City and State) (Date)



(Signature)

Eva Hom / Vice President

(Name Handwritten or Typed Name)

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the Pacific Rim Produce (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: 03/09/2023

Pacific Rim Produce
CONTRACTOR

By: Eva Hom 

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION - Attachment "11"**

TO BE SUBMITTED WITH PROPOSAL

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

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: 03/09/2023

Name: Eva Hom

Signature:  _____

Title: Vice President

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions


Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Pacific Rim Produce
Date of Entity's Contract with District: May 2023
Scope of Entity's Contract with District: PROVIDING PRODUCE, FRESH FRUITS AND VEGETABLES K-12 MEAL PROGRAM FOR NUTRITION SERVICES

I, Eva Hom [insert name], am the Vice President [insert "owner" or officer title] for Pacific Rim Produce [insert name of business entity] ("Entity"), which entered a contract on May, 2023 with the District for Oakland Unified School District

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 03/09, 2023 Signature: 
Typed Name: Eva Hom
Title: Vice President
Entity: Pacific Rim Produce

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION - Attachment "12"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Pacific Rim Produce		
Name of Bidder		Name of SFA

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

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

Signature of Bidder's Authorized Representative		Title	VP	Date
				03/09/2023

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative		Title		Date

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Eva Hom

Printed Name

Vice President

Title



Signature

03/09/2023

Date

CERTIFICATION REGARDING LOBBYING - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/Vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

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


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

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

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


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

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

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:	
Address of School Food Authority:			
Printed Name and Title of Submitting Official:		Signature :	Date:
OR			
Name of Vendor: Pacific Rim Produce			
Printed Name and Title: Eva Hom / Vice President		Signature 	Date: 03/09/2023

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year ____ quarter ____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Eva Hom</p> <p>Title: Vice President</p> <p>Telephone No.: 510-832-8839</p> <p>Date: 03/09/2023</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment
"15"

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who "engages in investment activities in Iran" is defined as either:

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


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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) Pacific Rim Produce	BTRC (or n/a) n/a
By (Authorized Signature) 	
Print Name and Title of Person Signing Eva Hom / Vice President	
Date Executed 03/09/2023	City Approval (Signature) (Print Name)

OPTION #2: EXEMPTION

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

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

GOOD FOOD PURCHASING BIDDING VENDOR PLEDGE - ATTACHMENT

17

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

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

Date: 03/09/2023

Name of bidding company: Pacific Rim Produce

Name and title of representative signing: Eva Hom / Vice President

Signature: 

Onion, Yellow	Standard	Conventional, Jumbo	54	50 lb case	Cost Plus FF					USA			\$ 18.50	\$ 0.37	pound	\$ 999.00	No	Jul 22'	
Squash, Delicata	Standard	Conventional	50	40lb case	Cost Plus FF					USA			\$ 29.50	\$ 0.74	pound	\$ 1,475.00	No	n/a, fixed	
Celery	Standard	Conventional	44	4/5 lb case	Cost Plus FF					USA			\$ 36.00	\$ 1.80	pound	\$ 1,584.00	No	Jul 22'	
Ginger Root	Standard	Conventional	36	1 lb case	Cost Plus FF					PERU			\$ 1.75	\$ 1.75	pound	\$ 63.00	No	Jul 22'	
Lettuce, Shred	Standard	Conventional	35	4/5 lb case	Cost Plus FF					USA			\$ 16.75	\$ 0.84	pound	\$ 586.25	No	Jul 22'	
Garlic	Standard	Conventional	32	6/5 lb case	Cost Plus FF					USA			\$ 114.00	\$ 3.80	pound	\$ 3,648.00	No	Jul 22'	California
Celery	Standard	Conventional	31	24-30 count case	Cost Plus FF					USA			\$ 24.50	\$ 0.82	each	\$ 759.50	No	Jul 22'	
Tomato	Standard	Conventional	28	2/5 lb case	Cost Plus FF					MEX			\$ 18.50	\$ 1.85	pound	\$ 518.00	No	Jul 22'	
Chili, Jalapeno	Standard	Conventional	24	1 lb case	Cost Plus FF					USA			\$ 0.95	\$ 0.95	pound	\$ 22.80	No	Jul 22'	
Herb, Cilantro	Standard	Conventional	23	30 count case	Cost Plus FF					USA			\$ 15.75	\$ 0.53	each	\$ 362.25	No	Jul 22'	
Onions Green	Standard	Conventional, Ice-less	21	4/12 bunch case	Cost Plus FF					USA			\$ 17.75	\$ 0.37	each	\$ 372.75	No	Jul 22'	
Squash, Zucchini	Standard	Conventional	16	20 lb case	Cost Plus FF					USA			\$ 12.75	\$ 0.64	pound	\$ 204.00	No	Jul 22'	
Juice, Lime	Standard	Conventional	8	4/1 gallon case	Cost Plus FF					USA			\$ 75.25	\$ 18.81	gallon	\$ 602.00	No	Jul 22'	
Chili, Jalapeno	Standard	Conventional	5	36 lb case	Cost Plus FF					USA			\$ 29.00	\$ 0.81	pound	\$ 145.00	No	Jul 22'	



STATEMENT OF PRICING

And payment terms

Pacific Rim Produce payment terms are 30 days, and the attached itemized Bid is the pricing.

Pacific Rim Produce

1950 North Loop Rd.
Alameda, CA 94502 USA
O: 510/832-8839 F: 510/865-1810
www.pacificrimproduce.com



Business Hours/Will Call: 1:00 am to 10:30 am Weekdays
5:00 am to 10:00 am Saturdays
Office Hours: 10:00 pm to 5:00 pm Weekdays
Organic Certification #01000454
Food Safety Certified GFSI & HACCP
We Accept Visa, MasterCard, Discover and Debit Cards

Ship To:

~~San Jose Middle School~~

Invoice Date: 12/08/22

Invoice: ~~54537~~

Route: 004

Customer: ~~San Jose~~

Purchase Order #: Online

Terms: Net 14 Days

Quantity		Unit	Item #	Item Description Comments	Pack Size	COO	Unit Price	Ext. Price
SHIPPED	ORDERED							
2	2	CS	TGR	Tomato, Grape Red - 12ct DEL CABO	1/12CT	MEX	17.50	35.00
1	1	CS	CAUF43	Cauliflower, Florets - 4/3# GOLD COAST	4/3#	USA	33.75	33.75
1	1	CS	ROMCH	Romaine, Chopped - 6/2# FRESH EXPRESS	6/2#	USA	20.65	20.65
2	2	CS	AFS1002	Apple, Sliced 100/2oz PETERSON FARM	100/2OZ	USA	22.92	45.84
1	1	CS	PESNA	Peas, Snap Stringless - 10# TOMAHAWK	1/10#	MEX	25.75	25.75
2	2	CS	O138N	Orange, Navel 138ct BROWNIE	1/138	USA	19.50	39.00

Total Qty Shipped: 9.00

NonTaxable	199.99
Taxable	0.00
Tax	0.00
Balance	199.99

Received By: _____

Delivered By: _____

CUSTOMER SIGNATURE

*ALL MERCHANDISE IS PURCHASED 'AS IS' UPON BUYER'S OWN INSPECTION. ALL CLAIMS OR CREDIT ADJUSTMENTS MUST BE MADE WITHIN 24 HOURS. ALL RETURNED MERCHANDISE MUST BE IN ITS ORIGINAL BOX, 30% RESTOCKING FEE FOR ALL RETURNS. **\$25.00 FEE FOR ALL RETURNED CHECKS. THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PACA, 1930 (7 U.S.C. 499E(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLE OF PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED PAYMENT TERMS ARE NET 10 DAYS OR CASH. ANY PAST DUE BALANCES ARE SUBJECT TO LATE CHARGES. THE UNPAID BALANCE REMAINING TEN DAYS AFTER THE INVOICE DATE IS SUBJECT TO A LATE CHARGE OF 1.6% PER MONTH FINANCE CHARGE WHICH IS AN ANNUAL PERCENTAGE RATE OF 19.2%. BUYER AGREES TO PAY A LATE CHARGE PLUS ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT FEES.

Pacific Rim Produce

1950 North Loop Rd.
Alameda, CA 94502 USA
O: 510/832-8839 F: 510/865-1810
www.pacificrimproduce.com



Business Hours/Will Call: 1:00 am to 10:30 am Weekdays
5:00 am to 10:00 am Saturdays
Office Hours: 10:00 pm to 5:00 pm Weekdays
Organic Certification #01000454
Food Safety Certified GFSI & HACCP
We Accept Visa, MasterCard, Discover and Debit Cards

Ship To:

██████████ Middle School ██████████

Invoice Date: 12/08/22

Invoice: ██████████

Route: 004

Customer: ██████████

Purchase Order #: Online

Terms: Net 14 Days

THIS IS A REVISED INVOICE

Quantity		Unit	Item #	Item Description Comments	Pack Size	COO	Unit Price	Ext. Price
SHIPPED	ORDERED							
1	1	CS	AG198	Apple, Gala 198ct BRANDT	1/198CT	USA	25.90	25.90
2	2	CS	CARBP10026	Carrot, Baby Peeled Cello 100/2.6oz KERNRIDGE	100/2.6OZ	USA	23.00	46.00
1	1	CS	PR150	Pear, 135/150ct SAGE	1/150 CT	USA	33.75	33.75
1	1	CS	MCAN12	Melon, Cantaloupe 12ct DELAGO	1/12CT	GTM	18.50	18.50
1	1	CS	SALT	Salad, Toss - 4/5# FRESH EXPRESS	4/5#	USA	16.75	16.75
1	1	CS	CUCCOIN1002	Cucumber, Coins 100x2oz DELTA	100/2OZ	USA	50.00	50.00
1	1	CS	BANPE	Banana, Petite 40# DOLE	1/40#	ECU	22.00	22.00
20	20	CS	MK1HP	Milk, 1% Half Pint - 50/8oz CRYSTAL	50/8OZ	USA	22.50	450.00
15	15	CS	MKFFHPC	Milk, Fat Free Half Pint - 50/8oz CHOCOLATE CRYSTAL	50/8OZ	USA	22.20	333.00
2	2	BAG	JICST	Jicama, Stick 4" x 1/2" - 5# MOLINA	1/5#	USA	52.00	104.00
1	1	CS	O138N	Orange, Navel 138ct BROWNIE	1/138	USA	19.50	19.50
1	1	CS	PESNA	Peas, Snap Stringless - 10# TOMAHAWK	1/10#	MEX	25.75	25.75
2	0	CS	TCHTB	Tomato, Cherry Mixed Toybox - 12ct CARLOS	1/12CT	MEX	17.50	35.00

Total Qty Shipped: 49.00


NonTaxable 1180.15
Taxable 0.00
Tax 0.00
Balance 1180.15

Received By: _____

Delivered By: _____

CUSTOMER SIGNATURE

*ALL MERCHANDISE IS PURCHASED 'AS IS' UPON BUYER'S OWN INSPECTION. ALL CLAIMS OR CREDIT ADJUSTMENTS MUST BE MADE WITHIN 24 HOURS. ALL RETURNED MERCHANDISE MUST BE IN ITS ORIGINAL BOX, 30% RESTOCKING FEE FOR ALL RETURNS. **\$25.00 FEE FOR ALL RETURNED CHECKS. THE PERISHABLE AGRICULTURAL COMMODITIES LISTED ON THIS INVOICE ARE SOLD SUBJECT TO THE STATUTORY TRUST AUTHORIZED BY SECTION 5(C) OF THE PACA, 1930 (7 U.S.C. 499E(C)). THE SELLER OF THESE COMMODITIES RETAINS A TRUST CLAIM OVER THESE COMMODITIES ALL INVENTORIES OF FOOD OR OTHER PRODUCTS DERIVED FROM THESE COMMODITIES, AND ANY RECEIVABLE OF PROCEEDS FROM THE SALE OF THESE COMMODITIES UNTIL FULL PAYMENT IS RECEIVED PAYMENT TERMS ARE NET 10 DAYS OR CASH. ANY PAST DUE BALANCES ARE SUBJECT TO LATE CHARGES. THE UNPAID BALANCE REMAINING TEN DAYS AFTER THE INVOICE DATE IS SUBJECT TO A LATE CHARGE OF 1.6% PER MONTH FINANCE CHARGE WHICH IS AN ANNUAL PERCENTAGE RATE OF 19.2%. BUYER AGREES TO PAY A LATE CHARGE PLUS ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT FEES.

	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	 <p>REVIEWED 1/1/23 REVIEWED 2/1/21 UPDATED 11/5/19</p>
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Introduction to HACCP

Hazard Analysis Critical Control Point, or HACCP, is a system, which gives us a proactive common sense approach to the safety management of our food products.

HACCP was originally designed in the early days of the American manned space programme, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food.

The HACCP system was launched publicly in 1971, and is designed to identify and control hazards that may occur anywhere in a food processing operation.


The benefits of the HACCP system are as follows:

- A Preventative System
- A Systematic Approach
- Helps demonstrate 'Due Diligence'
- Internationally accepted
- Strengthens Quality Management Systems
- Facilitates regulatory inspection/external audits
- Demonstrates Management commitment

VALIDATED BY: 

POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17

	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p> REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19</p>
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Scope of HACCP Plan

The purpose of this food safety program is to identify and control, prevent and eliminate food safety hazards.

The HACCP Team have identified the Scope of this study as being:

From the intake of product to the arrival of the finished product at the customers, taking into account all possible Microbiological, Chemical, Physical hazards or Allergens which could occur during this process.

The HACCP Team will ensure that all working practices adhere to all current food safety legislation.

The HACCP team have determined to address the potential of Microbiological, Chemical, Physical and Allergen contamination through the process of Intake, Handling, Storage, Quality Control and Distribution of product from intake to delivery of the product to the customers.

The HACCP team will also take into consideration all potential hazards from the Country of Origin of all sourced products.

Although temperature control has an important part to play to ensure product quality, it has been determined by The HACCP Team that a deviation in the temperature regime within the facility will at present not compromise product safety and has not deemed this a potential risk. However this will be reviewed in light of any future developments.


The HACCP study takes into consideration that the company operates prerequisite programs, which include:

- Good Manufacturing Practice
- Quality Management Systems
- Preventative Maintenance
- Personnel and Training
- Process Control
- Supplier Quality Assurance

VALIDATED BY: 



POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17

	<p style="text-align: center;">HACCP Plan</p> <p style="text-align: center;"><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p style="text-align: right;">  REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19 </p>
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During the formulation of the HACCP study, the team will review the various codes of practice and food regulations and will take the following food safety legislation and Codes of Practice into consideration throughout the study.

VALIDATED BY: 

POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: *Milly Hom*

POSITION: Managing Director

DATE: 8/1/17

	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	 REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19
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HACCP Team

Name	Position	Qualifications / Experience
Eva Hom	HACCP Team Leader	experience since 1996
John Wong	Managing Director	experience since 1996
Milly Hom	Managing Director	experience since 1996

VALIDATED BY: 




POSITION: Team Leader

DATE: 8/1/17

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POSITION: Managing Director

DATE: 8/1/17

	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	 REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19
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Definitions

Term	Definition
Critical control Point (CCP)	A step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level.
Pre- Requisite Program (PRP)	Practices and procedures forming the basis of preventable actions: <ul style="list-style-type: none"> • Receiving, Storage & Transport (e.g. procedure for receipt, approved supplier program etc.) • Cleaning • Pest control • Staff training & Personnel • Product Identification, Traceability & Recall • Premises (buildings & site)
Risk Analysis Table	A tabulated record of all Hazards that affect or have the potential to affect the safety of the products under analysis. The significance of a hazard is rated as low, medium or high and control measures for each hazard are stated.
HACCP Table	Hazards identified in the risk analysis table as being of medium or high significance and their respective control measures are transferred to the HACCP table. The critical limit of these hazards is specified. Details of who will monitor the critical limit to make sure it is not broken are given. Actions to be taken when critical limits are broken are also given. Records of monitoring activities are listed.
Sev	Severity: the consequences of the Hazard occurring H – High – Life Threatening or causing severe illness / injury M- Medium – Moderate illness/injury not life threatening L- Low- Mild illness/injury, not life threatening
Lik	Likelihood: the likelihood of the hazard occurring H- High – Likely to occur often M- Medium – May occur sometimes L – Low – Unlikely to occur
Sig	Significance. The consequences of the hazard occurring when both the severity and likelihood are high, the significance is high.

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POSITION: Team Leader

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POSITION: Team Leader

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	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	 <p>REVIEWED 1/1/23 REVIEWED 2/1/21 EJA-UPDATED 11/5/19</p>
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Methodology

The flow chart has been designed so that each step has been allocated a number. All steps that are repeated throughout the process have been allocated the same number to save repetition in the risk analysis table.

The method used to establish CCP's within this HACCP plan has been based on the significance of each hazard as determined by the risk analysis table.

Hazards which can be controlled, Prevented or eliminated by the application of Per-Requisite Program are not included in the HACCP table. Therefore these hazards have been identified in the risk analysis and have not been carried forward to the HACCP table as CCP's.

All other hazards not controlled by PRP and defined as highly significant within the Risk Analysis Table have been carried over to the HACCP table as a CCP. These hazards are all monitored and a record of that activity maintained.

Hazards defined as less than significant within the Risk Analysis Table are not carried over to the HACCP Table and may not be monitored or a record maintained.

TOTAL RISK = LIKELIHOOD x SEVERITY

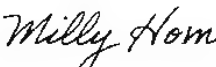
Likelihood	Severity
1 = Improbable event – once every five years	1 = Negligible – no impact or not detectable
2 = Remote possibility – once every year	2 = Marginal – only internal company target levels affected
3 = Occasional event – once per month	3 = Significant – Impact on critical limits
4 = Probable event – once per week	4 = Major – Impact on customers (may not be the public)
5 = Frequent event – once per day	5 = Critical – public health risk / public product recall

Likelihood	Severity				
	1	2	3	4	5
1	1	2	3	4	5
2	2	4	6	8	10
3	3	6	9	12	15
4	4	8	12	16	20
5	5	10	15	20	25

VALIDATED BY: 

POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17

	<p style="text-align: center;">HACCP Plan</p> <p style="text-align: center;"><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p style="text-align: right;">  REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19 </p>
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Product Identification, Intended Use and Process

Fruits, Vegetables and Salads are a convenience food and can be eaten without further processing, or can be used by the consumer as a cooking ingredient.

The product is received into the facility in pre-packed at source or in loose format. They are all suitable for all consumer groups.


The products are received into the facility and the goods in checks are carried out. Inspections confirm the following:

- Approved supplier – confirmation
- Variety
- Weight
- Defects
- Quality of packaging

VALIDATED BY: 


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DATE: 8/1/17

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POSITION: Managing Director

DATE: 8/1/17

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Introduction to HACCP

Hazard Analysis Critical Control Point, or HACCP, is a system, which gives us a proactive common sense approach to the safety management of our food products.

HACCP was originally designed in the early days of the American manned space programme, and was developed by the Pillsbury Company, NASA and the United States Army laboratories, to ensure the Microbiological safety of the astronauts' food.

The HACCP system was launched publicly in 1971, and is designed to identify and control hazards that may occur anywhere in a food processing operation.


The benefits of the HACCP system are as follows:

- A Preventative System
- A Systematic Approach
- Helps demonstrate 'Due Diligence'
- Internationally accepted
- Strengthens Quality Management Systems
- Facilitates regulatory inspection/external audits
- Demonstrates Management commitment

VALIDATED BY: 

POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

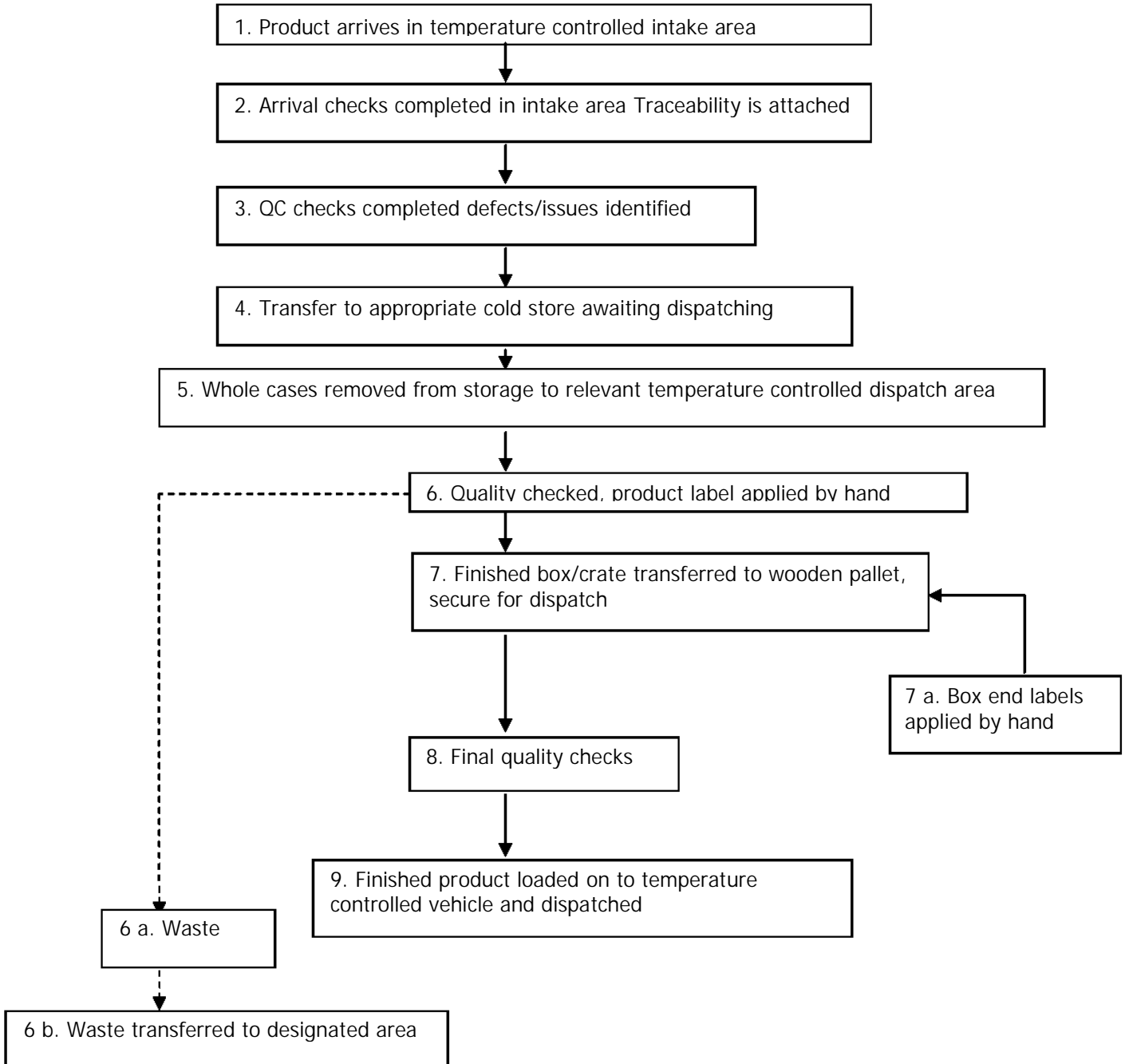
POSITION: Managing Director

DATE: 8/1/17

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Flow Diagram

Product sold as whole loose cases or products pre-packed/labelled at source of origin



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POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: *Milly Horn*

POSITION: Managing Director

DATE: 8/1/17

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Hazard Analysis

Process Step	Potential Hazard	Sev	Lik	Sig*	Reasons fro significance	CCP	Control Measures
1. Product arrives in temperature controlled intake area.	Microbiological contamination during process at the source of origin	4	1	4	Contaminated Product could affect consumer	NO	HACCP in place and verified/audited by the Technical Department to eliminate/reduce potential foreign body or Microbiological contamination.
1. Product arrives in temperature controlled intake area.	Chemical Contamination by pesticides at source of origin.	5	1	5	Contaminated Product could affect consumer	NO	Chemical/pesticide used at source in conjunction with Local regulations.
1. Product arrives in temperature controlled intake area.	Physical Contamination from - External contamination from rain water, bird droppings, vermin/rodents and flying insects during unloading process. - Glass contamination from internal light sources. - Pests/rodents and or Flying insects due to poor hygiene/debris build up - Physical risks from straps/thermocouples/staples/foreign bodies found on pallets on intake.	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisite program in place to control all named hazards, include; Daily hygiene schedules and cleaning program, glass policy and daily audits. - External and internal Pest control program in intake areas. - All light fittings covered. - HACCP in place and verified/audited by the Technical Department to eliminate/reduce potential foreign body or Microbiological contamination. - Quality intake inspectors to identify foreign body contamination on arrival.

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POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17


<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p>REVIEWED 1/1/23 REVIEWED 2/1/21 UPDATED 11/5/19</p>
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1. Product arrives in temperature controlled intake area.	Allergen contamination from: cross-contact from a different product, poor storage and raw material handling, airborne dust, human error or accidental misfortune	5	1	5	Contaminated Product could affect consumer	NO	-Prerequisite program in place to control all named allergen hazards, HACCP in place and verified/audited by the Technical Department to eliminate/reduce potential cross contamination.
2. Arrival checks complete & traceability attached	Physical Contamination from - Physical contamination from Quality Inspectors - Foreign Bodies found within product and /or packaging from source of origin or during transportation.	5	1	5	Contaminated Product could affect consumer	NO	- Quality Control Inspectors trained in Food safety/hygiene program with records of training maintained and held on personnel files. - All products inspected on intake as per procedure. Any foreign body contamination identified escalated to Management, Technical manager and Grower, positive release system in place and adhered to by
3. Intake checks completed by Quality Inspector	Physical Contamination from - Physical contamination from Quality Inspectors - Foreign Bodies found within product and /or packaging from source of origin or during transportation.	5	1	5	Contaminated Product could affect consumer	NO	all Quality Control Inspectors trained in Food safety/hygiene program with records of training maintained and held on personnel files. - All products inspected on intake as per procedure. Any foreign body contamination identified escalated to Management, Technical manager and Grower, positive release system in place and adhered to by all Quality teams.
4. Transfer to cold store awaiting dispatching	Physical Contamination from - Physical contamination from Quality Inspectors & Warehouse operative - Foreign Bodies found within product and /or packaging from source of origin or during transportation.	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
5. Whole cases removed from temperature controlled storage to relevant dispatch area	Physical Contamination from - Warehouse operative - Glass contamination from internal light	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning programmes, Glass policy, Pest control program in intake areas.

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POSITION: Team Leader

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POSITION: Managing Director

DATE: 8/1/17


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	- Pests/rodents and or Flying insects due to poor hygiene/debris build up.						maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
5. Whole cases removed from temperature controlled storage to relevant dispatch area	Microbiological Contamination from - Microbiological growth due to breakdown of refrigeration unit - Contamination from allergens housed in refrigeration unit	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Procedures for maintenance, daily temperature checks.
6. Quality checked, product label applied by hand.	Physical Contamination from - Physical contamination from Warehouse operative, Quality inspectors - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
6. Quality checked, product label applied by hand.	Chemical Contamination from - Chemical contamination from machine oils or lubricates or cleaning chemicals	5	1	5	Contaminated Product could affect consumer	NO	- All staff trained in correct substance control/usage.
6a. Waste removed	Physical Contamination from - Physical contamination from Warehouse operative, Quality inspectors - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	5	1	5	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.

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

POSITION: Team Leader

DATE: 8/1/17

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POSITION: Managing Director

DATE: 8/1/17


<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p> REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19</p>
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7. Box/crate transferred on to wooden pallet	Physical Contamination from - Physical contamination from Warehouse operative - Pests/rodents and or Flying insects due to poor hygiene/debris build up	3	1	3	Contaminated Product could affect consumer	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.
7 a. Box ends applied	Physical Contamination from personnel Foreign body/Dust contamination from production environment	3	1	3	Contaminated Product could affect consumer	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.
7 b. Waste transferred to designated area	Physical Contamination from - Physical contamination from Warehouse operative - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	5	1	5	Contaminated product entering production could affect product	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
8. Finished product QC Checks	Physical Contamination from - Physical contamination from Warehouse operative - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	3	1	3	Contaminated Product could affect consumer	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Physical Contamination from - External contamination from bird droppings	3	1	3	Contaminated Product could affect consumer	NO	- All bay doors fitted with curtains/cushions to prevent external contamination.
9. Finished product loaded on to temperature	Microbiological / Physical / Chemical / allergen Contamination from	3	1	3	Contaminated Product could	NO	- Hygiene program in place, trailers cleaned and sanitized at weekly intervals by external contractor,

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POSITION: Team Leader

DATE: 8/1/17

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POSITION: Managing Director

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controlled vehicle and dispatched.	- Cross Contamination or Taint of finished product due to poor trailer hygiene.				affect consumer		records retained - Trailer hygiene monitored during dispatch procedures
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Microbiological Contamination from - Microbiological growth due to breakdown of refrigeration unit on truck	3	1	3	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Procedures for maintenance, refrigeration breakdown procedure
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Allergen contamination from: - broken cases of allergen product during dispatch	4	1	4	Contaminated Product could affect consumer	NO	- Prerequisites in place to control named hazards include; Procedures for maintenance, refrigeration breakdown procedure

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POSITION: Team Leader

DATE: 8/1/17

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POSITION: Managing Director

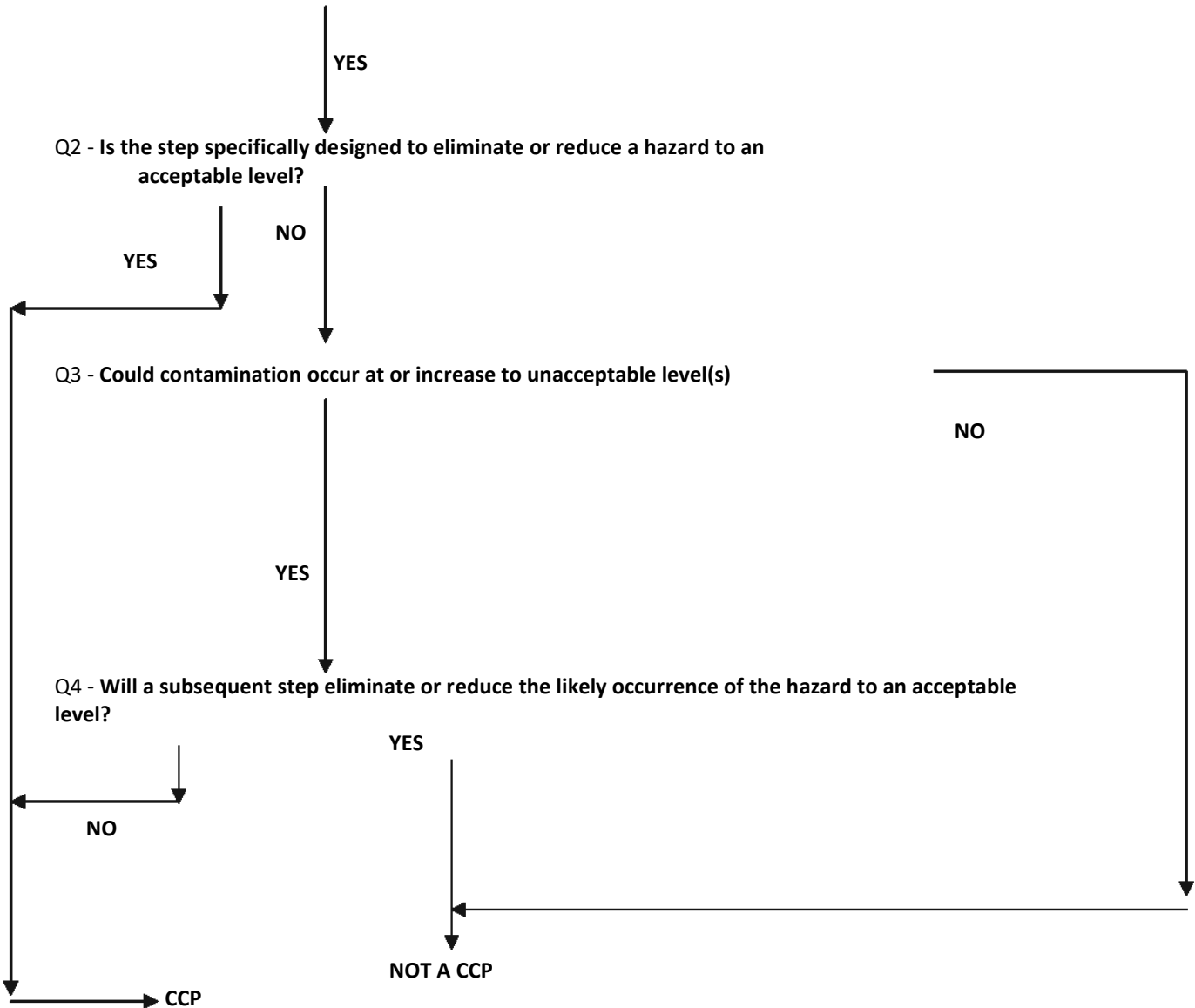
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CCP Decision Tree


The CCP decision tree is as follows:




Q1 - Do control measure(s) exist for the identified hazard?



CCP Determination: A CCP is a step at which control can be applied and is essential to prevent or eliminate a food safety hazard or reduce it to an acceptable level. The information collated during the hazard analysis allows for the identification of CCP's. To assist in the decision making process of determining CCP's a CCP decision tree was used.

VALIDATED BY:  POSITION: Team Leader DATE: 8/1/17

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Process Step	Potential Hazard	Q1	Q2	Q3	Q4	CCP (Y/N)	Control Measures
1. Product arrives in temperature controlled intake area.	Microbiological contamination during process at the source of origin	YES	NO	NO	N/A	NO	HACCP in place and verified/audited by the Technical Department to eliminate/reduce potential foreign body or Microbiological contamination.
1. Product arrives in temperature controlled intake area.	Chemical Contamination by pesticides at source of origin.	YES	NO	NO	N/A	NO	Chemical/pesticide used at source in conjunction with Local regulations in place. On a volunteer basis, USDA comes by bi-monthly to check quality and run pesticide testing.
1. Product arrives in temperature controlled intake area.	Physical Contamination from - External contamination from rain water, bird droppings, vermin/rodents and flying insects during unloading process. - Glass contamination from internal light sources. - Pests/rodents and or Flying insects due to poor hygiene/debris build up - Physical risks from straps/thermocouples/staples/foreign bodies found on pallets on intake.	YES	NO	NO	N/A	NO	- Curtains/cushions fitted to all loading bays to prevent external contamination. - Prerequisite program in place to control all named hazards, include; Daily hygiene schedules and cleaning program, glass policy. - External and internal Pest control program in intake areas. - All light fittings covered. - HACCP in place and verified/audited by the Technical Department to eliminate/reduce potential foreign body or Microbiological contamination. - Quality intake inspectors to identify foreign body contamination on arrival
2. Arrival checks complete & traceability attached	Physical Contamination from - Physical contamination from Quality	YES	NO	NO	N/A	NO	- Quality Control Inspectors trained in Food safety/hygiene programs with records of training

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DATE: 8/1/17

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DATE: 8/1/17


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	<p>Inspectors</p> <ul style="list-style-type: none"> - Foreign Bodies found within product and /or packaging from source of origin or during transportation. 						<p>maintained and held on personnel files.</p> <ul style="list-style-type: none"> - All products sampled and inspected on intake as per procedure. Any foreign body contamination identified escalated to Management, Technical manager and Grower, positive release system in place and adhered to by all Quality teams.
3. Intake checks completed by Quality Inspector	<p>Physical Contamination from</p> <ul style="list-style-type: none"> - Physical contamination from Quality Inspectors - Foreign Bodies found within product and /or packaging from source of origin or during transportation. 	YES	NO	NO	N/A	NO	<ul style="list-style-type: none"> - Quality Control Inspectors trained in Food safety/hygiene programmes with records of training maintained and held on personnel files. - All products sampled and inspected on intake as per procedure. Any foreign body contamination identified escalated to Management, Technical manager and Grower, positive release system in place and adhered to by all Quality teams.
4. Transfer to cold store awaiting dispatching	<p>Physical Contamination from</p> <ul style="list-style-type: none"> - Physical contamination from Quality Inspectors & Warehouse operative - Foreign Bodies found within product and /or packaging from source of origin or during transportation. 	YES	NO	NO	N/A	NO	<ul style="list-style-type: none"> - Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy and weekly glass audits, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
5. Whole cases removed from temperature controlled storage to relevant dispatch area	<p>Physical Contamination from</p> <ul style="list-style-type: none"> - Physical contamination from Banana ripeners. - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up 	YES	NO	NO	N/A	NO	<ul style="list-style-type: none"> - Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy and weekly glass audits, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.

VALIDATED BY: 


POSITION: Team Leader

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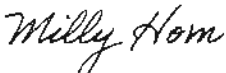
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5. Whole cases removed from temperature controlled storage to relevant dispatch area	Microbiological Contamination from - Microbiological growth due to breakdown of refrigeration unit	YES	NO	NO	N/A	NO	- Prerequisites in place to control named hazards include; Procedures for maintenance, refrigeration breakdown, and daily temperature checks.
6. Quality checked, product label applied by hand.	Physical Contamination from - Physical contamination from Banana ripeners, Warehouse operative, Quality inspectors - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	YES	NO	NO	N/A	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
6. Quality checked, product label applied by hand.	Chemical Contamination from - Chemical contamination from machine oils or lubricates or cleaning chemicals	YES	NO	NO	N/A	NO	- All staff trained in correct substance control/usage.
6a. Waste removed	Physical Contamination from - Physical contamination from Banana ripeners, Warehouse operative, Quality inspectors - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	YES	NO	NO	N/A	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy and weekly glass audits, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
7. Box/crate transferred on to wooden pallet	Physical Contamination from - Physical contamination from Banana ripener, Warehouse operative - Pests/rodents and or Flying insects due to	YES	NO	NO	N/A	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.

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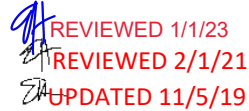
POSITION: Team Leader

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	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	
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	poor hygiene/debris build up						
7 a. Box ends applied	Physical Contamination from personnel Foreign body/Dust contamination from production environment	YES	NO	NO	N/A	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.
7 b. Waste transferred to designated area	Physical Contamination from - Physical contamination from Banana ripeners, Warehouse operative, - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	YES	NO	NO	N/A	NO	- Prerequisites in place to control named hazards include; Daily hygiene schedules and cleaning program, Glass policy, Pest control program in intake areas maintained by external contractor, - Staff awareness/training program in place with records of training retained/filed.
8. Finished product QC Checks	Physical Contamination from - Physical contamination from Banana ripener, Warehouse operative - Glass contamination from internal light sources & window. - Pests/rodents and or Flying insects due to poor hygiene/debris build up	YES	NO	NO	N/A	NO	- At this stage of the process the product is secured and sealed and the risk of contamination is highly unlikely.
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Physical Contamination from - External contamination from bird droppings	YES	NO	NO	N/A	NO	- All bay doors fitted with curtains/cushions to prevent external contamination.
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Microbiological / Physical / Chemical Contamination from - Cross Contamination or Taint of finished product due to poor trailer hygiene.	YES	NO	NO	N/A	NO	- Hygiene program in place, trailers cleaned and sanitized at regular intervals by external contractor, records retained - Trailer hygiene monitored during dispatch procedures
9. Finished product loaded on to temperature controlled vehicle and dispatched.	Microbiological Contamination from - Microbiological growth due to breakdown of refrigeration unit on truck	YES	NO	NO	N/A	NO	- Prerequisites in place to control named hazards include; Procedures for maintenance, refrigeration breakdown procedure

VALIDATED BY: 




POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17

	<p>HACCP Plan</p> <p><i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i></p>	<p> REVIEWED 1/1/23  REVIEWED 2/1/21  UPDATED 11/5/19</p>
--	--	--

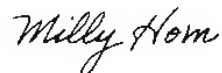
Verification Table

Activity	Description	Frequency	Responsibility	Records
Review certification records	All annual Global Gap (or similar) must be up to date to ensure that system is followed & limits are adhered too	Annual Certification	Technical Manager	Annual Certificates on supplier file
Verify flow chart	Follow flow chart through the process run	During internal audits annually	Internal auditor & Technical Manager	Update flow chart – HACCP system
Review Hazards	HACCP team reviews hazards	Quarterly Or After changes	HACCP Team	Hazards analysis report
Review customer complaints & rejections	Assess any customer complaint records to highlight any deficiencies of the system	Once / year or After changes	Technical Manager	Management review documentation
Validate critical limits	Check that critical limits are still appropriate – carry out literature search	Once / Year	HACCP team	Scientific Papers
Review staff training	Review staff training needs in HACCP / Food Safety awareness to ensure training records up to date	Quarterly Or on induction of new / contract staff	HR	Staff training records

VALIDATED BY: 

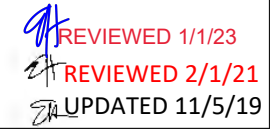
POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17

	HACCP Plan <i>Wholesale Fruits, Vegetables, Dairy, and Eggs</i>	 REVIEWED 1/1/23 REVIEWED 2/1/21 UPDATED 11/5/19
--	---	--

Validation

Validation of all control measures will be conducted by competent qualified staff and will be conducted during the Quality Assurance Auditing Program as detailed in the Quality Assurance Procedures Manual.

In the event that any of the above verification procedures show that the HACCP plan requires review, a meeting of the HACCP team will take place in order to agree corrective actions.


Validation Table

Potential Hazard	Critical Limits	References
Hepatitis A, Salmonella, E. Coli, E. coli 0157:H7 Listeria monocytogenes Campylobacter jejuni Shigella, Other food poisoning organisms Norwalk Viruses Parasites i.e. <i>Cyclosporidium</i>	Elimination of poor hygiene practices By food handlers etc Poor hygiene practices Poor cleaning practices	Code of Hygienic Practices for Fresh Fruit & Vegetables (Codex Alimentarius) CACP/RCP53-2003 Code of Practice No1- Risk Categorisation of Food Businesses Code of Practice No 4 – Food Safety in the Fresh Produce supply chain Code of Practice No 10 – Assessment of HACCP compliance
Salmonella	Sampling plan on microbiological criteria for foodstuffs	Commission Regulation (EC) No: 2073/2005 15 th November 2005
Pesticides	Control of MRL (pesticide) levels in fruit	Commission Regulation (EC) No: 396/2005 23 rd February 2005

VALIDATED BY: 

POSITION: Team Leader

DATE: 8/1/17

VALIDATED BY: 

POSITION: Managing Director

DATE: 8/1/17



Pacific Rim Produce
1950 North Loop Road
Alameda, CA 94502

10/28/19

Service agreement for Pacific Rim Produce Alameda effective October 28, 2019.

B E PEST CONTROL will provide monthly on site inspections for both interior and exterior building of 1950 North Loop Road Alameda, CA 94502. B E PEST CONTROL will be inspecting for rodents and any flying/non-flying insects that could contaminate the produce.

Bait stations are to be handled by BE PEST CONTROL only. Keys to bait stations are not permitted to customers to use. If there is concern that pests have entered the stations, you must notify B E PEST control immediately to dispose of the pests properly.

This service agreement is in force until cancellation or written notice by either party submitted in writing.

Best,

A handwritten signature in black ink that reads 'Louis Lam'. The signature is written in a cursive style with a large 'L' and 'L'.

Louis Lam
B E PEST CONTROL



THIS IS A MOCK RECALL!!! ONLY A TEST!!!! NOT REAL!!!

July 01, 2022

Dear valued customer,

This letter is intended to explain PACIFIC RIM PRODUCE'S "MOCK" recall. This "MOCK" recall is for internal training and auditing purposes only. The PACIFIC RIM PRODUCE recall team will perform as if this recall was a matter of public health by following the steps deemed necessary by the food safety coordinator. Again, this is **ONLY A TEST. NO PRODUCT** needs to be held or pulled from the marketplace. We ask for your full cooperation throughout this process to gain complete understanding of our plan's effectiveness. We are looking to trace all ***BananaRED070122.***

Actions required would be to ensure you did indeed receive this product with the ability to trace the destinations of this product. Tomorrow we will send a questionnaire for you to fill out the form and fax or email back by the end of the day tomorrow. We will also be calling all customers and emailing customers to communicate this same information. If you would like more information about our recall plan, please feel free to contact us. Thank you for your cooperation.

Sincerely,

Eva Hom

Pacific Rim Produce

510.832-8839 tel

510.865-1810 fax

510.224-8734 m

eva@pacificrimproduce.com



("MOCK") Recall Status Check Questionnaire

THIS IS ONLY A TEST! NOT REAL!!!

*** No live action required. This is a MOCK recall so by filling out the form as if it were a live recall is all we ask.***

PRODUCT RECALL: Banana Red LOT NUMBER: 070122

Please read each question, check the appropriate answer, and return immediately to EVA HOM

Fax: 510-865-1810 or EVA@PACIFICRIMPRODUCE.COM

Date & Time: July 1, 2022

Type of Recall:

Class I (removal of products that present a threat to consumer health or safety)

Class II (removal of products that pose a potential threat to health or safety or legal violation)

Class III (health hazard remote or non-existent)

1. Did your firm receive notification that PACIFIC RIM PRODUCE is requesting a "MOCK" product hold and/or "MOCK" recalling its banana red Yes/No: y
2. Who contacted your firm and when? eva h
3. Is there a better form of communication than the one you were contacted on? Yes/No: n
4. If so, please inform (i.e. name, number, fax, email): _____
5. Did your firm receive shipments of the product being placed on hold and/or recalled? Yes/No: y
6. Do you have any of the recalled products on hand? Please check your inventories before answering. This is very important. Yes/No: y
7. If the answer to question 6 is YES, do you intend to destroy product as requested? Yes/No: y
8. If the answer to question 7 is NO, please explain your intentions. _____
9. How much of this product do you currently have on hand? 0
10. Have you distributed any of this product to any of your customers? Yes/No: n
11. If the answer to question 10 is YES, have you communicated the recall to them? Yes/No: n
12. Have you received any reports of illness or injury related to this product? Yes/No: _____
13. If the answer to question 9 is YES, please provide details. _____
14. Name/Title of the person completing this questionnaire. wilson

Date & Time: 7/1/22 4:00pm



Amendment No. 1

Posted February 21, 2023

Request for Proposal (RFP) # 22-131NS

Produce, Fruits and Vegetables K12 Meal Program

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 29

Amended From:

29. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice Farm-direct items as described in section e?

- B. invoice for Farm-direct items, but cannot warehouse the items, deliver the items, and/or process the items?
- C. unable to invoice, warehouse, deliver, and/or process the items?

30. Local Farmer Outreach Program - Fixed Fee:

- a. If you chose option A in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
- b. If you chose option B in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
- c. If you chose option C in Question 27, please leave this question blank.

Amended To:


29. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice items from local farmers as described in the section titled "Local Farmer Outreach Program section" starting on page 11?

- EH A. Able to purchase from, deliver, and/or invoice items from local farmers
 B. Able to invoice for items from local farmers, but cannot warehouse the items, deliver the items, and/or process the items
 C. Unable to invoice, warehouse, deliver, and/or process the item

30. Local Farmer Outreach Program - Fixed Fee:

- EH a. If you chose option A in Question 29, what is your fixed fee (indicate price and unit of measurement)? +\$2.50 / Case
b. If you chose option B in Question 29, what is your fixed fee (indicate price and unit of measurement)? _____
c. If you chose option C in Question 29, please leave this question blank.

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature 03/09/2023
Date

Eva Hom, Vice President

Print Name and Title

Pacific Rim Produce

Print Company Name

Sincerely,
Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.



Amendment No. 2

Posted March 1, 2023

Request for Proposal (RFP) # 22-131NS

Produce, Fruits and Vegetables K12 Meal Program

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment No. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.


**The following information has been amended;
all other information remains the same.**

1. See Page 9

Amended From:

“Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price plus fixed fee, or cost...”

Amended To:

 “Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price ~~plus fixed fee~~, or cost...”

2. See Page 20

Amended From:

“Awarded vendor(s) will be required to make direct deliveries to approximately 17 sites.”

att

Amended To:

“Awarded vendor(s) will be required to make direct deliveries to approximately 45 sites.”

3. See Page 20

Amended From: “Sites require between 1-3 days per week deliveries due to storage limitations or volume purchases.”

att

Amended To: “Sites require 2 days per week deliveries due to storage limitations or volume purchases.”

4. See Page 20

Amended From: “The District would like 150 deliveries per week.”

att

Amended To: [Redacted]

5. See Pages 21-22

Amended From: [Entire OUSD Delivery Locations Table]

Amended To:

OUSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Central Manufacturing Kitchen	2850 West Street, Oakland, CA	5:00 am - 10:00 am	Tuesday, Thursday	2

att

	94601			
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Wednesday, Thursday, Friday	2
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Bella Vista	1025 East 28th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Coliseum College Prep	1390 66th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Edna Brewer	3748 13th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Elmhurst	1800 98th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

Esperanza/Korematsu	10315 E Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Franklin	915 Foothill Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Fremont	4610 Foothill Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Frick	2845 64th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Global Family	2035 40th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
La Escuelita/Met West	314 East Tenth Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Life/UFS	2101 35th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Lincoln	225 11th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Madison Upper	400 Capistrano Drive	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Manzanita/Seed	2409 East 27th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Montclair	1757 Mountain Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Montera	5555 Ascot Drive	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

New Highland/RISE	8521 A Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Int'l	4521 Webster Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Tech	4351 Broadway	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
PRIDE	8000 Birch Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Roosevelt	1926 19th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Skyline	12250 Skyline Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Westlake Middle	2629 Harrison Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
WOMS + Bunch	991 14th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

6. See Page 27

Amended From: Questionnaire ended at Question 32

Amended To: Add "33. What is your fixed fee per case for cost plus fixed fee items?"
att _____"

7. See Page 52, Attachment "18" Itemized Bid List

Amended From: "Month of price offered (Nov '21 or Jul '22)" in the second from the right side column.

att

Amended To: "Month of price offered (Jul '22 or Dec '22)" in the second from the right side column.

8. See Page 52, Attachment "18" Itemized Bid List

Amended From: "Bid Price"

Amended To: "Bid Price (Price per pack/size i.e. case, based on lowest price during Jul or Dec 2022 for cost+ items or contracted price for fixed items)"

att

9. See Page Attachment "18" Itemized Bid List

Amended From: "Extended Price (Total)"

att

Amended To: "Extended Price (Totals = cost plus fixed fee = (Bid Price * Quantity) + (Fixed Fee * Quantity), OR fixed fee = contract price)"

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

03/09/2023

Date

Eva Hom, Vice President

Print Name and Title

Pacific Rim Produce

Print Company Name

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #22-131NS

**PRODUCE, FRESH FRUITS AND VEGETABLES
K-12 MEAL PROGRAM
FOR NUTRITION SERVICES**

* Submit proposals and all questions/inquiries to:

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

email: procurement@ousd.org

phone: (510) 879-2990

**Proposals Due:
March 9, 2023 at 2:00 PM PST**

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

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RFP SCHEDULE OF EVENTS

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

DATE	ACTION
RFP Posting/First Advertisement:	January 27, 2023
Pre-Bid Conference:	February 16, 2023 @ 11:00 a.m. pst (Zoom link on Procurement Website)
Deadline for Questions:	February 23, 2023 @ 2:00 p.m. pst
Proposal/Bid Submitted to District:	March 9, 2023 @ 2:00 p.m. pst
Proposal/Bid Opening:	March 13, 2023 @ 11:00 a.m. pst (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	March 20-23, 2023
Final Award of RFP (BOE):	March 30, 2023
Contract Start Date:	May 2023

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

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

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

Submission Instructions

Sealed Bids must be received prior to **March 9, 2023 at 2:00 PM PST**

Provider to submit:

(1) Hardcopy Proposal & (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 22-131NS”**

Proposal shall be submitted to:

OAKLAND UNIFIED SCHOOL DISTRICT
PRODUCE, FRESH FRUITS AND VEGETABLES K12 MEAL PROGRAM
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601

Sealed Proposal packages shall be delivered to the **Procurement Department** no later than **March 9, 2023 at 2:00 PM PST**.

Proposals submitted by mail in sealed envelope(s) should be submitted sufficiently in advance to ensure delivery to the Procurement Department prior to the specified time. The District assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or overnight package delivery services. If submission time is a factor, the District encourages hand delivery of the proposal directly to the **Procurement Department, 900 High Street 2nd Floor Oakland, CA 94601 between the hours of 9:00am - 2:00pm**. All proposals delivered after scheduled closing time for receipt of proposals will not be considered. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view [online](#). Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local and Small Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program (“Local Business Program”). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a ***certified*** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

Notice to Bidders

The Oakland Unified School District (“District”) is requesting submission of statements of qualifications and proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Bidder(s)”) for the provision and delivery of Produce (“Services”) to the District, as further described herein.

General Information about the District

The District is located in Alameda County and has a projected student enrollment for the 2022 - 2023 school year of approximately 35,489 students. The District has 17 delivery sites. The District is seeking Proposals from qualified companies to procure and deliver products. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

The District seeks to improve child nutrition by providing quality products, reduce the distance that food travels between producers and students, support labor law compliance along the supply chain, and support food production practices that have lower environmental impacts. As such, The District participates in the Good Food Purchasing Program (the “Program”).

The Program provides a metric-based, flexible framework that enables food purchasers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition. Through the Program, The District will evaluate how its food purchasing practices align with each value category, as defined by criteria outlined in the Evaluation section below.

The Good Food Procurement Resolution, adopted by The District in 2016, is included in this solicitation as a Reference Document, [Attachment 16].

Any vendor that submits a bid and/or proposal in an effort to conduct business with this institution will commit to working with our staff in support of the Program by completing the Good Food Purchasing Vendor Pledge, [Attachment 17], and must submit required item-level data, [Attachment 17]. For a brief overview of the Program and data collection process, [please watch this short video](#).

The District is committed to offering seasonal menu items and purchasing from local farmers, within 250 miles of Oakland, whenever possible. Bidders should be making an effort to procure and offer California grown produce to schools and indicate these products on price lists and invoices. The District prefers locally grown products whenever possible and has a goal of procuring, at minimum, food that is 60% locally grown and produced. To support sustainable agriculture and the health of farm communities, the District seeks to purchase Organic Certified produce, as demonstrated in the item list.

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

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

The District is seeking to:

1. Ensure that students are receiving high quality produce,
2. Purchase high quality produce at the best possible price,
3. Offer more produce that is locally grown, Organic Certified and supports Socially Disadvantaged Farmers,
4. Utilize the expertise of our produce vendor to incorporate produce items that are in season, through maintained vendor communication regarding produce availability and market conditions,
5. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing fresh fruits and vegetables,
6. Partner with a produce vendor that will provide excellent customer service.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- Proposal Submission Checklist (Attachment 1, this form)
- Request for Proposal Signature Page (Attachment 2)
- Evaluation Criteria (Attachment 3)
- Vendor Questionnaire (Attachment 4)
- References with at least 2 References (Attachment 5)
- Noncollusion Affidavit (Attachment 6)
- Bidder's Statement Regarding Insurance Coverage (Att. 7)
- Worker's Compensation Insurance Certification Form (Att. 8)
- Drug Free Workplace Certification (Attachment 9)
- Equal Opportunity Employment (Attachment 10)
- Fingerprint Clearance/Criminal Background Investigation (Att. 11)
- Certificate of Independent Price Determination (Att. 12)
- Suspension and Debarment Certification (Att. 13)
- Certification Regarding Lobbying (Att. 14)
- Iran Contracting Act of 2010 Compliance Affidavit (Att. 15)
- Good Food Purchasing Bidding Vendor Pledge (Att. 17)
- Itemized Bid List (Att. 18)
- Statement of Pricing (Include in your proposal)
- HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- Addenda

Proposal Instructions and General Requirements

Buy American Provision and Local Preference – The District participates in the National School Lunch Program and is required to ensure that food purchased for use in school meals meets the requirements of the Buy American Provision. The Buy American Provision requires School Food Authorities to purchase, to the maximum extent practicable, domestic commodities or products. A domestic commodity or product is defined as an “agricultural commodity that is produced in the United States, and a food product that is processed in the United States substantially using agricultural commodities produced in the United States.” The provision further defines “substantially” to mean over 51% from American products (7 CFR Part 210.21(d)). Whenever possible, the district prefers locally grown (within 250 miles), then California Grown, then American Grown produce. If Local, California or American Grown produce is unavailable in sufficient quantities to provide affordability, then only produce inspected and approved by USDA is acceptable.

Bidder Questions Regarding this Request for Proposals – Any questions regarding this Request for Proposals shall be emailed to the Oakland Unified Procurement Department at procurement@ousd.org prior to the February 23, 2023 at 2:00 pm deadline.

Deadline for Receipt of RFPs – Proposals shall be delivered to the District, on or before the day and hour set for the opening of the Proposals. Proposals shall be placed in a sealed envelope and submitted to the District via mail to: Procurement Department, 900 High St, Oakland , California, 94601. Any Proposal received after the scheduled closing time in the Notice to Bidders shall be unopened. All unsigned Proposals will be rejected. After the Proposals are opened at the designated time, no commitment will be made at that time until all Proposals are evaluated for pricing, specifications and other pertinent information.

The RFP – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. Unsigned Proposals will not be accepted. FAX copies of Proposals will not be accepted for formal advertised RFPs.

Responsibility – Bidders are solely responsible for ensuring their Proposal is received by the District in accordance with the solicitation requirements before the date and time specified in the RFP, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

HACCP Plan or Food Security and Safety Program – The Successful Bidder(s) shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the Bidder’s Hazard Analysis Critical Control (HACCP) system or Food Safety and Security Program must be submitted with its proposal. The Successful Bidder(s) shall provide products from manufacturers with a HACCP system in place.

The Successful Bidder(s) shall ensure all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards of the state of California and Federal Government.

Drug Free Workplace Certificate – In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the Successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The Successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the Successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the Successful Bidder.

Term of Contract – Contract term is one (1) year. Quoted prices must stay in effect for twelve (12) months after award of RFP with an option to extend contract for two (2) additional one (1) year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). If extended, price increases may be negotiated **subject to existing local market conditions, and as determined by the California Consumer Price Index (CPI), but may never exceed an increase of more than five percent (5% annually) without prior District consent.** In the event of a general price decrease the District reserves the right to revoke the RFP award unless the decrease is passed on to the District.

Pricing

Provide a detailed Statement of Pricing for produce to be provided. Price per case must be demonstrated **using pricing from July 2022 and December 2022.** Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price plus fixed fee, or cost plus fixed fee depending on which is specified for the item, charged to the District. Bidder shall provide evidence and documentation of cost (at invoice price) to the District upon the District's request. Bidder must indicate item name, variety of item offered, description of item offered, origin, prices and any additional notes pertaining to each item. Errors in price computations will not excuse Bidder from holding price.

Pricing Terms – Pre-cut value added produce and whole fresh fruits account for the majority of Nutrition Services produce purchases; because of market fluctuations and budget uncertainties, the selected vendor must give fixed year round firm pricing of these products: Broccoli Florets, Celery Sticks, Baby Carrots (“Mini Peeled”), Chopped Romaine, Sliced Apples. All other fresh produce price quotations will be based on a cost plus formula. The cost plus formula will consist of actual costs plus a percentage figure

mark up, which represents the percentage that will be charged above actual costs. Contract prices awarded for fixed price items shall remain firm for the contract period. Prices proposed for all items will be for the period January 1, 2023 through December 31, 2023. The Bidder certifies that the District will be given the immediate benefit of any lower prices or price decreases during the term of the contract. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date. The District reserves the right to request verification of any change in prices and the markups must remain firm for the full contract period. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Itemized Bid List – The District’s Itemized Bid List is attached hereto. If the District requests a standard/commodity variety, then the District will accept a range of varieties. If the District requests a specialty variety, then the District will only accept the variety listed or comparable substitute varieties. The “Notes” section should be used to indicate if the item bid is a special order, requires a minimum purchase, is a market item or is an alternative to what was listed. Proposals need to include the unit price for the unit that is listed on the form (example: if an ounce price is requested, do not list the pound price). Note in the origin column the origin of all items following the USDA Country of Origin Labeling Law and specify any product that is grown/produced in California. In the same column, note the country of origin of which any canned fruit and vegetables are grown/produced. Bidder is responsible for converting any differences in pack size to the same total volume as requested.

Price Verification – For the purposes of award review, price quoted on the Item Bid List must be the Bidder’s lowest pricing from **within thirty (30) days of July 31, 2022 and/or December 31st, 2022**. Please submit copies of at least one invoice including each of the “price verification items” from July, 2022, and/or December, 2022 invoices, from different school districts or other comparable food service, to verify pricing. If an invoice does not include price markup amounts, then provide the price markup amounts with invoice copies. The following items are “price verification items” that require invoice copies for price verification: grape & cherry tomatoes, cucumbers, jicama, cauliflower, chopped romaine, spring mix, sliced apples, and snap peas. The District has the right to request invoices of additional items for price verification. The specifications of these items are listed in further detail in the “Itemized Bid List”.

Modifications of Contracted Price Lists to Acquire Additional Goods or Increase Quantities of Listed Goods – Items not included in the executed contract can be added only if all of the following conditions are met: The total value of all added goods and quantities of listed goods does not exceed the limit specified in the original solicitation and contract. If the value of additional goods exceeds the specified limit, a separate procurement for those goods must be conducted or these purchases will be considered an unallowable cost. The USDA recommends limiting the additional costs to 5 to 10 percent of the estimated value of the contract.

All Other Costs or Fees – Pricing information for, without limitation, transactional services, additional services, Bidder’s mark-up on subconsultant and subcontractor prices, general conditions, and all other categories of costs, expenses, fees, or charges that Bidder anticipates will be a part of its price to complete the Services.

Price Adjustments – The Successful Bidder will be allowed to adjust prices for fixed price items upon presentation of suitable proof of a price increase from a manufacturer or processor or valid Market resource. A notice shall be sent including proof of any increase. Any change to the price will be subject to mutual agreement by both parties. Cost plus fixed fee items do not require proof of price adjustments up until the point at which an item is ordered.

Local Farmer Outreach Program

The Successful Bidder will partner with OUSD to implement a Local Farmer Outreach Program, to begin within the first 3 months of the contract, whereby OUSD will provide connections to local growers and the vendor shall:

- i. Receive, process and ship locally-grown produce from farmers and aggregators like food hubs requested by the District. Bidder may subcontract processing of locally grown produce.
- ii. In some cases, OUSD may request to have the product delivered by the farmer or aggregator and will work with the farmer to arrange delivery.
- iii. Please note, Farms and Aggregators are selected for the program based on their performance in the following areas: Ability to provide high quality produce; commitment to good on-farm food safety practices; proven organizational capacity; customer service; commitment to sustainable growing practices; commitment to community service, values alignment; equity & diversity; ability to make timely deliveries to the Bidder.
- iv. OUSD Nutrition Services reserves the right to establish pricing with farms/aggregators with which the Bidder is purchasing for OUSD. These items will not fall under fixed price expectations.
- v. The Bidder will establish a separate fixed fee from the cost plus fixed fee for requested items that will be locked in for the duration of the contract unless justified and approved in writing by the Interim Executive Director (or Executive Director if instated).
- vi. OUSD Nutrition Services will give an estimate of the order for the Bidder to purchase and then OUSD sites will order accordingly. OUSD will work with the Bidder to use up all of the product estimated if possible, however the Bidder will be responsible for selling surplus product to other customers in the case that there is surplus product.
- vii. Farms and aggregators selected by OUSD for the program are expected to meet all of the Bidder’s own vendor requirements within

- reason and will go through a mutually agreeable process to be established as approved vendors by the Bidder.
- viii. Food Safety: District will work with Bidder to assure that farms and aggregators selected as part of the program are either third party certified in Good Agricultural Practices and/or employ another mutually agreeable verification system to assure the use of good on-farm food safety and post-harvest handling practices. Farms must provide a Food Safety Plan and are subject to a site visit. Farms must provide full product traceability by labeling each case of product provided with farm name, product, harvest date and pack date. Farmers must also carry at least \$1 million in product liability insurance. Additional food safety requirements may be required of farmers upon mutual agreement between the Bidder and the District.

District Evaluation/Selection Process

Basis for Selection – The responsiveness, competency and responsibility of Bidders and of their proposed subcontractors will be considered in making the award of contract. Any Bidder before being awarded a contract may be required to furnish evidence to the District that the Bidder has sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The District reserves the right to reject the Proposal of any Bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the District of a nature similar to this project. A responsive Proposal is one that meets all terms, conditions, and specifications of the Proposal. The award of this solicitation is conditional on the winning bidder accepting the terms of the contract available to view [online](#). The Bidder must perform and do what the Proposal documents and contract requirements say they must do, whether it be pricing in a certain way, attending a mandatory pre-proposal conference, providing bonds, etc.

A Proposal which substantially conforms, though not strictly responsive, to a call for Proposals may be accepted if the variance cannot have affected the amount of the Proposal or given a Bidder an advantage or benefit not allowed to other Bidders. or, in other words, if the variance is inconsequential.

The District reserves the right to reject any and all Proposals or alternatives and waive any informality or irregularity in the Proposals or in the bidding, and to determine responsiveness and responsibility of Bidder, including but not limited to those areas mentioned above. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.

Evaluation/Award – The District intends to select one of the Bidders—but reserves the right to select no Bidder or more than one Bidder—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Bidders that provide Proposals to the District, the District may, at its discretion, interview some or all of those Bidders. One or more Bidders may be selected (“Successful Bidder”). The Successful

Bidder will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. Proposals will be evaluated separately and will be awarded to one or more Bidders based on the highest scored Proposal. The Evaluation Criteria, Descriptions, and Point Scoring are listed in Attachment 3. The contract awarded through this bid will be non-exclusive, meaning that the District may purchase, at its discretion, fresh baked products from other vendors throughout the contract if it deems necessary.

Previous Performance – Bidders are advised that the District reserves the right to reject a Proposal from a Bidder that cannot demonstrate the ability to provide the goods or services required. Bidders who have demonstrated unsatisfactory performance may be subject to disqualification as a responsible Bidder submitting a Proposal, thereby disqualifying the Bidder from contract award.

Terms and Conditions

In addition to the following, this RFP is subject to the terms of the Contract attached and included herewith.

Acceptance of Proposals – The District reserves the right to reject any or all Proposals and to select individual items. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. The District does **NOT** guarantee that all items shown on this Proposal will be purchased. The right is reserved to purchase additional quantities at the Proposal prices during the period this Proposal is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District. The District reserves the right to reject any or all Proposals or waive any irregularities or informalities in any Proposals or in the bidding.

Alteration of Request for Proposal Text – Changes in or additions to the Request for Proposal, as well as any attachments, amendments or other official correspondence related to this Request for Proposal may not be manually, electronically or otherwise altered by Bidder or Bidder's agent(s). Recapitulations of the work proposed upon, alternative Proposals, or any other modification of the Request for Proposal which is not specifically called for in the award agreement documents may result in the District's rejection of the Proposal as not being responsive to the Request for Proposal. No oral or telephonic modification of any Proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of Proposals.

Anti-discrimination – Bidder shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve employment of people from historically disadvantaged groups and agrees to meet Federal and State guidelines. No discrimination shall be made in the employment of persons upon public works in this

project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Authorized Distributor – Successful Bidder must be an Authorized Distributor for the product offered, or with Bidder's quote, Bidder must submit documentation from an Authorized Distributor from whom Bidder has purchased the specified materials.

Proposal Negotiations – A Proposal response to any specific item of this Request for Proposal with terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive to that specific item.

California Public Records Act – Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Bidder that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Bidder agrees, by submission of its response for the District's consideration, to defend, hold harmless, and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Cancellation of Solicitation – The District may cancel this solicitation at any time.

Clarification, Corrections or Changes to Specifications – All clarifications, corrections, or changes to the solicitation documents will be made by Addendum only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or in email. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by email or U.S. mail. It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

Competency of Bidders Submitting a Proposal – No Proposal will be accepted from or contract awarded to a contractor who is not licensed in accordance with the law, to whom a proposal form has not been issued by the District and who has successfully performed on projects of similar character and scope to the proposed work. A representative of the District, prior to contract award may examine the business premises of any Bidder submitting a Proposal. Bidders submitting a Proposal shall

agree to fully comply with all City, State and Federal laws, regulations and ordinances governing performance of an awarded contract. It will be the responsibility of the contractor to obtain any clearances necessary for completion of the contract.

Compliance with OSHA – Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

Cost of Proposal Preparation – Cost of preparation of the response to this RFP is solely the responsibility of the Bidder submitting a Proposal. The District accepts or implies no liability in the cost of preparation.

Definitions – Responsible: a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive: a RFP which meets all of the specifications set forth in the RFP.

District Requirements – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the Successful Bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period.

Errors and Corrections – The Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the Proposal. Correction of any such errors shall be made prior to the Proposal opening only. In the event of inconsistency between words and figures in the Proposal price, words shall control figures. In the event that the District determines that any Proposal is unintelligible, inconsistent or ambiguous, the District may reject such Proposal as not being responsive. The Proposal cannot be corrected after the Proposal opening.

Examination of Proposal Documents – Bidders submitting a Proposal shall thoroughly examine and be familiar with the specifications. The failure or omission of any Bidder submitting a Proposal to receive or examine any Proposal document(s), forms, instruments, Addendum or other document there existing shall in no way relieve any Bidder submitting a Proposal from obligations with respect to this Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section.

Examination of Locations – It shall be the responsibility of the Successful Bidder to establish knowledge of the District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties and method

of delivery, all of which could affect the Successful Bidders ability to service the District. It shall be the responsibility of the Successful Bidder to cope with all these eventualities.

Failure to Comply with Instructions – Failure to comply with any of the instructions stated in the Proposal documents may result in rejection of the Proposal.

Any party submitting a Proposal shall not contact, or lobby any District Board member, official, employee, agent or representative during the Bidding process including up to the date of Board action, except as specified in the Proposal for contact. Any party attempting to influence the Proposal including the submittal, review process and awarding of the Proposal will have their Proposal rejected for violating this term and condition of the Proposal.

Any party, individual, group or firm, not submitting a Proposal, but which may have a financial or business interest in the award of the Proposal shall not contact or lobby any District Board member, official, employee, agent, contractor or representative, including up to the date of Board action. Any and all public comment regarding the Board's action in the award of this Proposal will be accepted on the date of Board action in a public meeting pursuant to the Brown Act.

FOB Destination Pricing – All shipments shall be made FOB destination, Oakland, California FOB destination indicates that the seller is responsible for shipment until it is tendered to the District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein. If the material is not received within the time specified for delivery, it will be received at the discretion of the District. Should it be necessary to refuse delivery of any material contained in the Proposal document, the Bidder shall be responsible for the cost of retrieving the merchandise in question.

Formation of Contract – Bidder's signed Proposal and District's written acceptance shall constitute a binding contract.

Packing, Crating, Cartage – The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packaging materials shall be FDA approved to meet all pertinent State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product. Damaged cases or packages may be rejected and returned for credit or immediate replacement, at no cost to the District for product or freight. Cases or product shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

Payment – (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon department confirmation of such acceptance.

Post Award Meeting – Prior to performing any work or providing any services specified on this Contract, the Successful Bidder may be required to meet with the Nutrition

Services Department for the purpose of reviewing the products and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this RFP. The Successful Bidder shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this RFP.

Right to Inspect Successful Bidder Facilities – The District reserves the right to inspect the Successful Bidder's facilities prior to award of contract and/or during the term of the contract and if representatives of the District determine after such inspection that the Successful Bidder is not capable of performance satisfactory to the District, the Proposal will not be considered or the Agreement can be canceled.

Substitutions – All Bidders must conform to the specifications set forth in these Proposal documents. The District reserves the right to reject all Proposals that do not conform to the specifications. Do not use "as specified" in responding to this requirement. At a minimum, descriptive technical literature fully describing the claimed "as equal" product must be attached to the Proposal. Suitability and valuation of "equal" rests in the sole discretion of the District.

Taxes – No Proposal shall include Federal Excise Tax, as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The Successful Bidder shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District.

Tobacco-Free Environment – All District sites have been designated as tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

Withdrawal of Proposal – Any claim by a Bidder of error in its Proposal must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Proposals only by written request received by the Nutrition Services Department Interim Executive Director (or Executive Director if instated).

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

Minimum Insurance/Coverage: The District and Bidder agree to purchase and/or maintain through the duration of this agreement insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability

coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement. For the acts and activities contemplated by this agreement, at a minimum, the following shall be provided:

1. **Commercial General Liability Insurance:** Bidder shall maintain at its expense a policy of commercial general liability insurance, endorsed to include professional liability coverage relative to the scope of service performed by Bidder. Such insurance shall be maintained in a company or companies lawfully authorized to do business in California as admitted carriers so designated by the California Department of Insurance. It is preferred that such carriers will have a financial rating of at least "A,11" status as rated in the most recent edition of Best's Insurance Reports or as amended agreement between the District and Bidder. All policies shall contain a provision requiring thirty (30) days written notice to be given to the District prior to cancellation, modification, or reduction of limits.
2. **Additional Insured Endorsement:** Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Oakland Unified School District, its elected and appointed officers, agents, employees, volunteers, Bidders and representatives shall be listed as Additional Insured as respects the operations of the named insured performed under the terms of this Agreement."
3. **Primary Insurance Endorsement:** In addition to the "Additional Insured" as stated above, said insurance policy shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to include the following language, "Such insurance as is afforded by the Endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the District, its elected and appointed officers, agents, employees, Bidders and representatives shall be excess only and not contributing with the insurance afforded by this Endorsement."
4. **Certificate of Insurance:** Prior to commencing services pursuant to this Agreement, Bidder shall provide certificates as evidence of the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Bidder's insurance provider. Such certificates shall include the Endorsements described in this Agreement as attachments.
5. **Workers' Compensation:** Bidder shall provide Workers' Compensation coverage as required by California law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be

insured against liability for Workers' Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement." Prior to commencing services pursuant to this Agreement, Bidder shall provide a certificate indicating the existence of Workers' Compensation coverage as required by this Agreement, on an insurance certificate executed by a duly-authorized agent of Bidder's insurance provider.

6. **Injury and Illness Prevention:** Bidder shall maintain and enforce an Injury and Illness Prevention Program as required by State law, and in signing this Agreement, makes the following certification: "Bidder is aware of the provisions of California Labor Code, Division 5, and of the California Code of Regulations, Title 8, and shall maintain an active Injury and Illness Prevention Plan in accordance with such provisions before commencing the performance of this Agreement." The Injury and Illness Prevention Plan shall be available to the District upon request
7. **Commercial Automobile Liability:** If Bidder is going to operate a vehicle on District property or transport students in any capacity. Limits of liability shall include a minimum of \$1000000 combined single limit.
8. **Survivability:** The parties' indemnity and coverage obligations shall survive the termination of this agreement with respect to any claim arising from the parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this agreement.
9. **Joint Interests:** In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

Protests

Any protest regarding this RFP must be submitted, without exception, in writing to the District, before 2:00 pm Pacific Time of the third (3rd) business day following the date of notification by the District that a Successful Bidder has been selected following the evaluation/selection process.

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

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

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

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

Delivery Requirements and Locations

Delivery Specifications -

1. The Successful Bidder will partner with the District over the term of the contract resulting from this RFP to procure and deliver fresh produce to the District. The District reserves the rights to make additions to, or deletions from, the lists of school sites to be served at any time during the period of the contract, and revise delivery times as required. Awarded vendor(s) will be required to make direct deliveries to approximately 17 sites. Sites require between 1-3 days per week deliveries due to storage limitations or volume purchases.
2. All deliveries shall occur between the hours of 7:00 a.m. and 12:00 noon pacific time. Dark drops will not be accepted. If a scheduled delivery day is a holiday, deliveries will occur on the next business day after the holiday.
3. For emergency orders, the vendor will be required to make direct deliveries to various cafeterias/kitchens or other locations as requested by the District.
4. Delivery to site(s) must be completed within the designated delivery timeframe; on the designated delivery days as indicated below. Delivery shall not be made so close to service time as to create concern by the school site.
5. District reserves the right to designate an alternate delivery location if the designated site is unable to receive deliveries for any reason. The District reserves the right to add or remove delivery sites as needed. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined within the RFP. The District's preferred delivery days are Tuesday, Thursday, Friday, Wednesday, Monday. The District would like 150 deliveries per week.

OUSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Central Manufacturing Kitchen	2850 West Street, Oakland, CA 94601	5:00 am - 10:00 am	Tuesday, Thursday	2
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3

Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Wednesday, Thursday, Friday	1
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Tuesday, Thursday, Friday	3

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

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

EVALUATION CRITERIA - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20
Fruit Without Stickers	100% of Max Points: Able to provide most fruit (the majority by projected volume in item list) without stickers 0 Points: Unable to provide most fruit (the majority by projected volume in item list) without stickers	Response to Question labeled "Stickers -" in Vendor Questionnaire	5
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process and can provide farm and/or brand name and location on invoices. Can currently produce reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown produce and has a process for showing documentation of product sourcing. Can currently produce reports to show % of local products provided. 0% Points: Cannot produce reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery. 75% of Max Points: Ability to deliver within District's designated time but on alternate delivery days & positive references of timely & accurate delivery 0 Points: Unable to meet District's designated delivery time & days and/or negative references of frequent untimely and/or inaccurate deliveries even if delivery time & days can be met.	- Reference forms - Responses to Questions Labeled "Delivery Specifications - " in Vendor Questionnaire	15
Local Geographic Preference	100% of Max Points: Ability to provide 50% or more California grown products sourced within 100 miles. 90% of Max Points: Ability to provide 50% or more California grown products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 250 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	10
Supporting Socially Disadvantaged Farmers or Ranchers	100% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.	Responses to Questions Labeled "Supporting SDFRs -" in Vendor Questionnaire	5

	<p>50% of Max Points: Have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers OR plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.</p> <p>0%: Do not have processes in place for collecting optional self-identification of producers as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.</p>		
Ordering Systems and Reports	<p>100% of Max Points: Availability of online ordering with online system or email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists. Ability to provide price per ½ cup serving on order guides.</p> <p>70% of Max Points: Availability of placing e-mail orders with email order confirmation. Ability to provide velocity reports, monthly statements and weekly price lists.</p> <p>30% of Max Points: Ability to provide online or e-mail ordering and weekly price lists. Unable to provide velocity reports and/or monthly statements.</p> <p>0 Points: Unable to provide e-mail or online ordering.</p>	Responses to Questions Labeled "Ordering Systems and Reports - " in Vendor Questionnaire	5
Service Reliability and Past Performance	<p>100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:</p> <ul style="list-style-type: none"> -Prompt responses and satisfactory resolution to requests for information and complaints & issues -Courtesy and responsiveness to all district personnel at all times -Ready access to decision-making executives and assigned point of contact. -Fully staffed delivery driver support -Ongoing produce market updates and communication regarding produce availability to identify best priced seasonal products. <p>0 Points: References and/or vendor questionnaire demonstrate poor performance or inability to meet criteria described above.</p>	<ul style="list-style-type: none"> - Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire 	5
Safety Records and Controls	<p>100% of Max Points: Bidder can provide evidence, in the form of a written Food Safety & Security Program OR HACCP Plan, that it has a minimum of appropriate safety controls in place and follows the best food-safety practices in that:</p> <p>Bidder's staff are properly and regularly trained in current safety procedures,</p> <p>Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise.</p> <p>If needed, Bidder's record-keeping program is such that the proposer would be able to promptly trace</p>	<ul style="list-style-type: none"> - HACCP Plan or Food Security and Safety Program - Reference forms - Responses to Questions Labeled "Safety Records and Controls - " in Vendor Questionnaire 	5

	any product to its original supplier and source of origin. Bidder can provide evidence that it has a Product Recall Procedures and Pest Control Policy in place. 0 Points: Unable to meet or provide above specified criteria.		
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom - Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5
Local Farmer Outreach Program	100% of Max Points: Bidder is able to support the Local Farmer Outreach Program (as defined above), deliver, and invoice Farm-direct items. Bidder has experience onboarding small farms (USDA definition of less than \$250k gross income in sales/year) and can onboard a new farmer as a vendor in less than 10 business days. 0 Points: Bidder is unable to invoice Farm-direct items	Responses to Questions Labeled "Local Farmer Outreach Program - " in Vendor Questionnaire.	10
Local Farmer Outreach Program Fixed Fee	100% of Max Points: Bidder has the lowest fixed fee for delivering requested items. 60% of Max Points: Bidder has the second lowest fixed fee for delivering requested items. 0% of Max Points: Bidder does not have the lowest fixed fee for delivering requested items.	Responses to Questions Labeled "Local Farmer Outreach Program - " in Vendor Questionnaire.	5
TOTAL POINTS:			105

By signing this, I acknowledge that I have reviewed OUSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

VENDOR QUESTIONNAIRE - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service - Will you have a dedicated account manager working with The District on a consistent basis. (Required, unscored) __Yes__No
2. Stickers - Are you able to provide most fruit (the majority by projected volume in item list) without stickers? __Yes__No
3. Traceability - What systems and processes do you have in place for tracking and labeling locally grown produce? Please describe current reporting/tracking mechanisms below.
4. Traceability - Can you provide farm and/or brand name and location for all products on all invoices? __Yes__No
If you selected yes, please include an attached example with your bid package.
5. Traceability - Please check off the reports that you make available to your customers: __
market reports __ velocity reports __ monthly statements __ weekly price lists. Please list any additional reports available. How are customers able to access these reports?
6. Traceability - Can you currently produce reports to show the percent of local products provided that (check one):
 - including farm name and origin?
 - include percent local purchasing, but not Farm name and Origin'
 - We cannot produce reports that show farm name, origin, or percent local purchasing
7. Delivery Specifications - Will you be able to meet the specified delivery timeframe?
8. Delivery Specifications - What is the current makeup of your delivery vehicle fleet? Please include the year, make, and model of each delivery vehicle as well as the refrigeration units on these delivery vehicles. Please describe your vehicle preventative maintenance program.
9. Delivery Specifications - How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on? (unscored question)
10. Local Geographic Preference - What percentage of products sourced within 250 miles of the District are you able to provide? Please mark one: __ 50% or more __ 30-49% __ 20-29% __ 0-19%. Describe your procedure for communicating an item's point of origin to school district personnel.
11. Local Geographic Preference - Can you provide a weekly list of local produce as defined in the bid to the District via email or posted online? Please describe your company's ability to provide the District with locally grown, source-identified produce.

12. Supporting SDFRs: Do you currently have processes in place for collecting data on which producers self-identify as Socially Disadvantaged Farmers or Ranchers AND plan with goals in place to increase support of Socially Disadvantaged Farmers or Ranchers.
 - Yes, both (please describe in bid package)
 - We have a process in place for collecting data but NOT a plan with goals in place to increase support of SDFRs
 - We have a plan with goals in place to increase support of SDFRs but NOT a process in place for collecting data
 - We have neither a plan with goals in place to increase support of SDFRs nor a process in place for collecting data
13. Ordering Systems and Reports - Can orders be placed online or by e-mail? Please describe ordering procedures.
14. Ordering Systems and Reports - Are you able to provide price per ½ cup serving on order guides? Yes No
15. Service Reliability and Past Performance - Please describe how you will communicate ongoing produce market updates and information regarding produce availability to identify best priced seasonal products.
16. Service Reliability and Past Performance - What is the lead time you require for orders?
17. Service Reliability and Past Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
18. Service Reliability and Past Performance - How many years has your company been in the produce business?
19. Service Reliability and Past Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 36 months? If so, explain.
20. Service Reliability and Past Performance - What is your procedure for notifying customers of shortages and/or substitutes?
21. Service Reliability and Past Performance - Do you require a minimum number of cases or dollar amount for delivery?
22. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?
23. Service Reliability and Past Performance - What is your procedure for notifying customers of a product recall?
24. Safety Records and Controls - Can all aspects of Product Quality Control as described in this agreement be met?
25. Food and Nutrition Education - Has your company previously provided a district with farm or facility tours, classroom or school visits, promotional materials, and/or training and technical assistance? If so, please describe below.

26. Vendor Consultation - Has your company previously consulted district food service staff on sourcing strategies, menu planning, or other needs? If so, please describe below.
27. Vendor Consultation - Will your company be able to provide consultation for a minimum of 2 hours per month.
28. Local Farmer Outreach Program - Please describe your company's strategy for working directly with farmers and/or aggregators and any experience you have processing for local farmers.
29. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice Farm-direct items as described in section e?
 B. invoice for Farm-direct items, but cannot warehouse the items, deliver the items, and/or process the items?
 C. unable to invoice, warehouse, deliver, and/or process the items?
30. Local Farmer Outreach Program - Fixed Fee:
 a. If you chose option A in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
 b. If you chose option B in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
 c. If you chose option C in Question 27, please leave this question blank.
31. Local Farmer Outreach Program - Do you have experience onboarding small farms?
 __Yes__No
32. Can you onboard small farms as vendors in less than 10 business days? __Yes__No

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

Name of Bidder (Person, Firm, or Corporation): _____

Signature of Bidder's Authorized Representative: _____

Date of Signing: _____

Print Name & Title of Authorized Representative: _____

Phone Number: _____

Email: _____

REFERENCES - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please submit two (2) current school district References requiring multiple deliveries per week. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

NONCOLLUSION AFFIDAVIT - Attachment "6"
PUBLIC CONTRACTS CODE SECTION 7106
TO BE SUBMITTED WITH PROPOSAL

State of California
County of _____

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

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE -
Attachment "7"

TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Oakland Unified School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKERS' COMPENSATION INSURANCE CERTIFICATE - Attachment "8"

TO BE SUBMITTED WITH PROPOSAL

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:

By _____
Signature

Printed Name & Title

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "9"

TO BE SUBMITTED WITH PROPOSAL

I, _____, am the _____ of
(Print Name) (Title)

(Bidder Name): _____ I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee- assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - B. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - C. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
2. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both.
3. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this day of _____
(City and State) (Date)

(Signature)

(Name Handwritten or Typed Name)

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "10"

TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____ (Company) is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____

CONTRACTOR

By: _____

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION - Attachment "11"**

TO BE SUBMITTED WITH PROPOSAL

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

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section

45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

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

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION - Attachment "12"
TO BE SUBMITTED WITH PROPOSAL

Both the SFA and Bidder shall execute this Certificate of Independent Price Determination.

Name of Bidder		Name of SFA

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

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

Signature of Bidder's Authorized Representative		Title		Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative		Title		Date

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

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

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

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

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

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

Name of School Food Authority

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL
RESPONSES.
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING - Attachment "14"

TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by (1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and (2) potential or existing contractors/vendors as part of an original Proposal, contract renewal or extension when the contract exceeds \$100,000.

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

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

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year ____ quarter ____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>____ Prime ____ Subawardee Tier____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>10. b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No.:</p> <p>Date:</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
10. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
11.
 - a. Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - b. Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment
“15”

TO BE SUBMITTED WITH PROPOSAL

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits Bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A Bidder who “engages in investment activities in Iran” is defined as either:

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

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

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

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

OPTION #1: CERTIFICATION

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

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

OPTION #2: EXEMPTION

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

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

GOOD FOOD PURCHASING RESOLUTION - ATTACHMENT 16

RESOLUTION OF THE BOARD OF EDUCATION OAKLAND UNIFIED SCHOOL DISTRICT Resolution No. 1617-0079

Oakland Unified School District District Commitment - Good Food Purchasing Policy/Program

WHEREAS, the Oakland Unified School District (“OUSD” or “District”) procures over \$8 million annually in food and serves over 40,000 meals per day and almost 7 million meals annually;

WHEREAS, the purchasing of good food is a vital component to providing the nutritional needs of all children in the District, where more than 70% of students qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

WHEREAS, the District has made continued improvements to school menus to increase fresh and local foods, increase produce, and decrease processed foods served to students. As part of Oakland’s Farm to School Initiative, launched in partnership with the Community Alliance with Family Farmers in 2008, the District incorporated a geographic preference into its produce solicitations and currently sources between 40 and 80 percent of fresh produce locally, depending on the season;

WHEREAS, the District partnered with the Center for Ecoliteracy to conduct the Rethinking School Lunch Oakland (“RSLO”) Feasibility Study in 2010 to establish a comprehensive framework for District-wide nutrition services reform to address health, environmental and social issues. As a result of RSLO’s recommendations for facilities improvement, an overwhelming majority (84%) of Oakland voters passed the Measure J Bond in 2012. Measure J is funding the construction of a 32,500 square foot central kitchen, urban farm, and education center in West Oakland, which will be the hub of OUSD’s healthy food system;

WHEREAS, the District, in partnership with The Center for Ecoliteracy, piloted and developed the California Thursdays farm to school program in 2013, which has now expanded to over 50 school districts statewide to increase local procurement in school meal programs. The District currently procures approximately 30% of all food items locally and has more than doubled humane and sustainable purchases as a result of implementing California Thursdays;

WHEREAS, in practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices can impact the creation and availability of a local, sustainable good food system both regionally and nationally. In turn, the District has partnered with other school districts via the School Food FOCUS and California Farm to School networks to exchange best practices for implementing and supporting good food policies, local procurement, and sound environmental standards;

WHEREAS, the OUSD Board of Education adopted the Wellness Policy (BP 5030) in 2014, which meets and exceeds the provisions of the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 and provides schools with a framework to promote health and wellness for all students;

WHEREAS, the OUSD Board of Education adopted the Farm to School Resolution (Enactment No. 1415-0081) in 2014 to declare its support for school-based programs that connect students and families to the local food system;

WHEREAS, good food is defined as food that is healthy, local, sustainable, humane, and fair. These foods meet the Dietary Guidelines for Americans and the United States Department of Agriculture's menu pattern requirements for school meals as defined by the Healthy, Hunger Free Kids Act ("HHFKA"); provide freedom from chronic ailment; and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

WHEREAS, the District has partnered with the Center for Good Food Purchasing since 2014 to evaluate its procurement based on the criteria set forth in the Good Food Purchasing Standards and was awarded a three-star rating (out of a possible five stars) by the Center for Good Food Purchasing for its food procurement in the 2014-15 school year; and

WHEREAS, good food procurement refers to the sourcing and purchasing of food to supply District Nutrition Services operations;
NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District commits to good food procurement to improve our region's food system through the creation, adoption, and implementation of the Good Food Purchasing Policy/Program.

GOOD FOOD PURCHASING BIDDING VENDOR PLEDGE - ATTACHMENT

17

TO BE SUBMITTED WITH PROPOSAL

Any vendor that submits a bid and/or proposal in an effort to conduct business with The District will commit to working with our staff in support of our commitment to the Good Food Purchasing Program by taking the following steps:

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

Date: _____

Name of bidding company: _____

Name and title of representative signing: _____

Signature: _____

Attachment "18" - ITEMIZED BID LIST TO BE SUBMITTED WITH PROPOSAL

Item (i.e. Apples, Variety (if applicable) Note: Please add rows to include multiple varieties for seasonal items.	Varieties Accepted	Description (i.e. sliced, organic, IW=Individual Wrapped, VF=Volume Fill)	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Plus Fixed Fee	Variety Offered	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Origin by Timeframe Offered	Manufacturer & location of manufacturing (if applicable)	Certifications (if applicable)	Bid Price	Unit Price	Pack/Size (Unit Description)	Extended Price (Total)	Price Verification Required?	Month of price offered (Nov '21 or Jul '22)	Notes
Cucumber	Standard	Conventional	8100	36 count case	Fixed Plus Fixed Fee													No	n/a, fixed	
Apple, Red (Multiple varieties, no commodity varieties like "Red Delicious" or "Red." Please specify)	Seasonal	Conventional	6100	150-163 count case	Cost Plus Fixed Fee													Yes		
Carrot	Standard	Conventional, Mini Peeled	5850	4/5 lb case	Fixed Plus Fixed Fee													No	n/a, fixed	
Pear (Multiple Varieties. Please Specify)	Seasonal	Conventional	3868	150 count case	Cost Plus Fixed Fee													Yes		
Romaine	Standard	Conventional, Chopped	3608	6/2 lb case	Fixed Plus Fixed Fee													No	n/a, fixed	
Orange (Multiple Varieties. Please Specify)	Seasonal	Conventional	3514	138 count case	Cost Plus Fixed Fee													Yes		
Mandarin	Seasonal	Conventional	3273	25 lb (90-100 count) case	Cost Plus Fixed Fee													Yes		
Tomato, Cherry/Grape	Seasonal	Conventional	2748	12 pint count case	Fixed Plus Fixed Fee													No	n/a, fixed	
Plum (Multiple Varieties. Please Specify)	Seasonal	Conventional, VF 45-50 SZ	2325	28 lb (126-140 count) case	Cost Plus Fixed Fee													Yes		
Jicama	Standard	Conventional, Sticks 4" 3/8	2200	4/5 lb case	Fixed Plus Fixed Fee													No	n/a, fixed	
Banana, Petite	Standard	Conventional	2128	150 count case	Cost Plus Fixed Fee													Yes		
Carrot	Standard	Conventional, IW Mini Peeled	2,100	100/2,6-OZ	Fixed Plus Fixed Fee															
Honeydew	Seasonal	Conventional	2030	4-8 count case	Cost Plus Fixed Fee													Yes		
Cantaloupe	Seasonal	Conventional	2025	6 count case	Cost Plus Fixed Fee													Yes		
Apple, Sliced	Standard	Peterson Farms or like brand, Sliced	2000	12/1 pound case	Fixed Plus Fixed Fee													No	n/a, fixed	
Apple, Red (Multiple varieties, no commodity varieties like "Red Delicious" or "Red." Please specify)	Seasonal	Organic	1900	150-163 count case	Cost Plus Fixed Fee													Yes		
Peach (Multiple Varieties. Please Specify)	Seasonal	Conventional	1702	80 count case	Cost Plus Fixed Fee													Yes		
Strawberry	Seasonal	Conventional	1687	8/1 lb case	Cost Plus Fixed Fee													Yes		
Pineapple	Standard	Conventional	1511	6-7 count	Cost Plus Fixed Fee													Yes		
Kale, Chopped Salad	Standard	conventional	1400	lbs (bulk pack, please provide case description)	Cost Plus Fixed Fee													No		
Pluot	Standard	Conventional	1200	25 lb case (Volume Fill 150 count)	Cost Plus Fixed Fee													No		
Pear, Asian Apple	Seasonal	Conventional	1126	50-66 count case	Cost Plus Fixed Fee													No		
Kwi	Seasonal	Conventional	1052	19 lb case (117 ct)	Cost Plus Fixed Fee													No		
Nectarine (Multiple Varieties. Please Specify)	Seasonal	Conventional	1011	88-96 count case	Cost Plus Fixed Fee													No		
Celery	Standard	Conventional, Sticks	797	4/5 lb case	Cost Plus Fixed Fee													No		
Blueberry	Standard	Conventional	778	12/6 ounce count case	Cost Plus Fixed Fee													No		
Strawberry	Seasonal	Organic	562	8/1 lb case	Cost Plus Fixed Fee													No		
Tangerine, Tangelo	Seasonal	Conventional	528	30 lb (150 count) case	Cost Plus Fixed Fee													No		
Cucumber	Standard	Conventional, IW Coin	500	100/2 ounce case	Fixed Plus Fixed Fee													No	n/a, fixed	
Grape, Red	Seasonal	Conventional	500	21 lb case	Cost Plus Fixed Fee													No		
Watermelon, Seedless	Seasonal	Conventional	500	3/4 count 40 lb case	Cost Plus Fixed Fee													No		
Bell Pepper, Red	Standard	Conventional	428	25 lb case	Cost Plus Fixed Fee													No		
Spinach, Baby	Standard	Conventional	427	4 lb case	Cost Plus Fixed Fee													No		
Broccoli	Standard	Conventional, Florets	392	4/3-LB	Cost Plus Fixed Fee													No		
Kale, Green Curly	Seasonal	Conventional	278	24 count case	Cost Plus Fixed Fee													No		
Celery	Standard	Conventional, IW Sticks	275	50/3 ounce case	Cost Plus Fixed Fee													No		

Attachment "18" - ITEMIZED BID LIST TO BE SUBMITTED WITH PROPOSAL

Item (i.e. Apples, Variety (if applicable) Note: Please add rows to include multiple varieties for seasonal items.	Varieties Accepted	Description (i.e. sliced, organic, IW=Individual Wrapped, VF=Volume Fill)	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Plus Fixed Fee	Variety Offered	Pack/Size Offered	Adjusted Quantity (if applicable)	Show math used for pack size conversion (if applicable)	Description Offered	Origin by Timeframe Offered	Manufacturer & location of manufacturing (if applicable)	Certifications (if applicable)	Bid Price	Unit Price	Pack/Size (Unit Description)	Extended Price (Total)	Price Verification Required?	Month of price offered (Nov '21 or Jul '22)	Notes
Onion	Standard	Conventional, Diced 1/4"	253	4/5 lb case	Cost Plus Fixed Fee													No		
Avocado, Hass (60)	Seasonal	Conventional	250	#1 2-layer case	Cost Plus Fixed Fee													No		
Cucumber	Standard	Conventional, Slices 1/2"	250	2/5 lb case	Fixed Plus Fixed Fee													Yes	n/a, fixed	
Tomato	Standard	Conventional, Slices 5x6	250	2/5 lb case	Cost Plus Fixed Fee													No		
Nectarine (Multiple Varieties. Please Specify.)	Seasonal	Organic	239	88-96 count case	Cost Plus Fixed Fee													No		
Onion, Yellow	Standard	Conventional, Jumbo	220	5 lb case	Cost Plus Fixed Fee													No		
Bell Pepper, Red	Standard	Conventional	200	5 lb Case	Cost Plus Fixed Fee													No		
Yam	Standard	Conventional, #1 Orange Flesh	181	40 lb case	Cost Plus Fixed Fee													No		
Bell Pepper, Green	Standard	Conventional	173	5 lb unit	Cost Plus Fixed Fee													No		
Salad Mix/ Salad Mix	Standard	Conventional	152	4/5 lb case	Cost Plus Fixed Fee													No		
Carrot	Standard	Conventional, Shredded 1/16"	150	4/5 lb case	Cost Plus Fixed Fee													No		
Cauliflower	Standard	Conventional, Florets	150	4/3 lb case	Fixed Plus Fixed Fee													Yes	n/a, fixed	
Jicama	Standard	Conventional, IW Sticks	150	100/2.4-OZ - 1/2 Cup Case	Fixed Plus Fixed Fee													No	n/a, fixed	
Radish	Standard	Conventional, Sliced	150	4/5 lb case	Cost Plus Fixed Fee													No		
Spinach, Baby	Standard	Organic	139	4 lb case	Cost Plus Fixed Fee													No		
Bell Pepper, Green	Standard	Conventional, Dice 1/4"	138	4/5 lb case	Cost Plus Fixed Fee													No		
Coleslaw, w/Carrot & Red Cab	Standard	Conventional	138	4/5 lb case	Cost Plus Fixed Fee													No		
Bell Pepper, Red	Standard	Conventional, Diced 1/4"	120	4/5 lb case	Cost Plus Fixed Fee													No		
Onion, Red	Standard	Conventional, Jumbo	118	5 lb case	Cost Plus Fixed Fee													No		
Persimmons, Fuyu	Standard	Conventional	100	25 lb (90 count case)	Cost Plus Fixed Fee													No		
Potato, Red Cube	Standard	Conventional, Skin On 3/4"	100	20 lb Tub	Cost Plus Fixed Fee													No		
Kale, Green Curly	Seasonal	Organic	93	24 count case	Cost Plus Fixed Fee													No		
Grape, Red	Seasonal	Organic	90	21 lb case	Cost Plus Fixed Fee													No		
Peas, Snap	Seasonal	Conventional	75	10 lb case	Fixed Plus Fixed Fee													No	n/a, fixed	
Squash, Zucchini	Standard	Conventional	56	5 lb case	Cost Plus Fixed Fee													No		
Onion, Yellow	Standard	Conventional, Jumbo	54	50 lb case	Cost Plus Fixed Fee													No		
Squash, Delicata	Standard	Conventional	50	40lb case	Cost Plus Fixed Fee													No	n/a, fixed	
Celery	Standard	Conventional, Diced 1/2"	44	4/5 lb case	Cost Plus Fixed Fee													No		
Ginger Root	Standard	Conventional	36	1 lb case	Cost Plus Fixed Fee													No		
Lettuce, Shred	Standard	Conventional	35	4/5 lb case	Cost Plus Fixed Fee													No		
Garlic	Standard	Conventional, Whole Peeled	32	6/5 lb case	Cost Plus Fixed Fee													No		
Celery	Standard	Conventional	31	24-30 count case	Cost Plus Fixed Fee													No		
Tomato	Standard	Conventional, Diced 1/4"	28	2/5 lb case	Cost Plus Fixed Fee													No		
Chili, Jalapeno	Standard	Conventional	24	1 lb case	Cost Plus Fixed Fee													No		
Herb, Cilantro	Standard	Conventional	23	30 count case	Cost Plus Fixed Fee													No		
Onions Green	Standard	Conventional, Ice-less	21	4/12 bunch case	Cost Plus Fixed Fee													No		
Squash, Zucchini	Standard	Conventional	16	20 lb case	Cost Plus Fixed Fee													No		
Juice, Lime	Standard	Conventional	8	4/1 gallon case	Cost Plus Fixed Fee													No		
Chili, Jalapeno	Standard	Conventional	5	36 lb case	Cost Plus Fixed Fee													No		



Amendment No. 1

Posted February 21, 2023

Request for Proposal (RFP) # 22-131NS

Produce, Fruits and Vegetables K12 Meal Program

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 29

Amended From:

29. Local Farmer Outreach Program - Are you able to purchase from, deliver, and/or invoice Farm-direct items as described in section e?

- B. invoice for Farm-direct items, but cannot warehouse the items, deliver the items, and/or process the items?
- C. unable to invoice, warehouse, deliver, and/or process the items?

30. Local Farmer Outreach Program - Fixed Fee:

- a. If you chose option A in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
- b. If you chose option B in Question 27, what is your fixed fee (indicate price and unit of measurement)? _____
- c. If you chose option C in Question 27, please leave this question blank.



Amendment No. 2

Posted March 1, 2023

Request for Proposal (RFP) # 22-131NS

Produce, Fruits and Vegetables K12 Meal Program

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 2 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment No. 2, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 9

Amended From:

“Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price plus fixed fee, or cost...”

Amended To:

“Confirm that Bidder will provide best pricing based on type of item and quantity and that such pricing shall not exceed the actual fixed price ~~plus fixed fee~~, or cost...”

2. See Page 20

Amended From:

“Awarded vendor(s) will be required to make direct deliveries to approximately 17 sites.”

Amended To:

“Awarded vendor(s) will be required to make direct deliveries to approximately 45 sites.”

3. See Page 20

Amended From: “Sites require between 1-3 days per week deliveries due to storage limitations or volume purchases.”

Amended To: “Sites require 2 days per week deliveries due to storage limitations or volume purchases.”

4. See Page 20

Amended From: “The District would like 150 deliveries per week.”

Amended To: [Redacted]

5. See Pages 21-22

Amended From: [Entire OUSD Delivery Locations Table]

Amended To:

OUSD Delivery Locations				
Location	Address	Delivery Times	Preferred Delivery Days	Number of Deliveries Per Week
Acorn Woodland Elementary	1025 81st Avenue, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Allendale Elementary School	3670 Penniman Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Central Manufacturing Kitchen	2850 West Street, Oakland, CA	5:00 am - 10:00 am	Tuesday, Thursday	2

	94601			
Cleveland Elementary School	745 Cleveland Street, Oakland, CA 94606	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Fruitvale Elementary School	3200 Boston Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Glenview Elementary School	4215 La Cresta Avenue, Oakland, CA 94602	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Greenleaf Elementary School	6328 E 17th Street, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
International Community School	2825 International Boulevard, Oakland, CA 94601	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Laurel Elementary School	3750 Brown Avenue, Oakland, CA 94619	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Lockwood Steam Academy	6701 International Boulevard, Oakland, CA 94621	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Markham Elementary School	7220 Krause Avenue, Oakland, CA 94605	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
McClymonds High School	2608 Myrtle Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

Martin Luther King Jr. Elementary School	960 10th Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Technical High School	4351 Broadway, Oakland, CA 94611	7:00 am - 10:00 am	Wednesday, Thursday, Friday	2
Prescott School	920 Campbell Street, Oakland, CA 94607	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Reach Academy	9860 Sunnyside Street, Oakland, CA 94603	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Sankofa United Elementary School	581 61st Street, Oakland, CA 94609	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Bella Vista	1025 East 28th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Bret Harte	3700 Coolidge Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Castlemont + LPS	8601 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Coliseum College Prep	1390 66th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Edna Brewer	3748 13th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Elmhurst	1800 98th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

Esperanza/Korematsu	10315 E Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Franklin	915 Foothill Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Fremont	4610 Foothill Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Frick	2845 64th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Garfield +SPK	1640 22nd Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Global Family	2035 40th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
La Escuelita/Met West	314 East Tenth Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Life/UFS	2101 35th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Lincoln	225 11th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Madison Upper	400 Capistrano Drive	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Manzanita/Seed	2409 East 27th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Montclair	1757 Mountain Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Montera	5555 Ascot Drive	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

New Highland/RISE	8521 A Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland High	1023 MacArthur Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Int'l	4521 Webster Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Oakland Tech	4351 Broadway	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
PRIDE	8000 Birch Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Roosevelt	1926 19th Avenue	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Skyline	12250 Skyline Boulevard	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
Westlake Middle	2629 Harrison Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2
WOMS + Bunch	991 14th Street	7:00 am - 10:00 am	Tuesday, Thursday, Friday	2

6. See Page 27

Amended From: Questionnaire ended at Question 32

Amended To: Add “33. What is your fixed fee per case for cost plus fixed fee items?
_____”

7. See Page 52, Attachment “18” Itemized Bid List

Amended From: “Month of price offered (Nov ‘21 or Jul ‘22)” in the second from the right side column.

Amended To: “Month of price offered (Jul ‘22 or Dec ‘22)” in the second from the right side column.

8. See Page 52, Attachment “18” Itemized Bid List

Amended From: “Bid Price”

Amended To: “Bid Price (Price per pack/size i.e. case, based on lowest price during Jul or Dec 2022 for cost+ items or contracted price for fixed items)”

9. See Page Attachment “18” Itemized Bid List

Amended From: “Extended Price (Total)”

Amended To: “Extended Price (Totals = cost plus fixed fee = (Bid Price * Quantity) + (Fixed Fee * Quantity), OR fixed fee = contract price)”

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:

Signature

Date

Print Name and Title

Print Company Name

Sincerely,

Rosaura M. Altamirano

Senior Manager, Supply Chain & Logistics

rosaura.altamirano@ousd.org

Procurement Service Department

900 High Street, Oakland, CA 94601

(510) 879-2990 ph.

Attachment "18" - ITEMIZED BID LIST TO BE SUBMITTED WITH PROPOSAL									
Item (i.e. Apples, Variety (if applicable)) Note: Please add rows to include multiple varieties for seasonal items.	Quantity	Preferred Pack/ Size	Cost Plus Fixed Fee or Fixed Plus Fixed Fee	Variety Offered	Origin by Timeframe Offered	New Bid Price		Bid Price	Extended Price (Total)
Avocado, Hass (60)	250	#1 2-layer case	Cost Plus FF		USA	\$ 39.90	\$ 9,975.00	\$ 35.00	\$ 8,750.00
Cucumber	500	5# bag	Cost Plus FF		MEX	\$ 16.75	\$ 8,375.00	\$ 16.75	\$ 8,375.00
Tomato	500	5# bag	Cost Plus FF		MEX	\$ 19.50	\$ 9,750.00	\$ 18.50	\$ 9,250.00
Nectarine (Multiple Varieties. Please	239	88-96 count count case	Cost Plus FF		USA	\$ 29.50	\$ 7,050.50	\$ 29.50	\$ 7,050.50
Onion, Yellow	220	5 lb case	Cost Plus FF		USA	\$ 3.75	\$ 825.00	\$ 3.25	\$ 715.00
Bell Pepper, Red	200	5 lb Case	Cost Plus FF		USA	\$ 9.35	\$ 1,870.00	\$ 8.50	\$ 1,700.00
Yam	181	40 lb case	Cost Plus FF		USA	\$ 29.00	\$ 5,249.00	\$ 27.00	\$ 4,887.00
Bell Pepper, Green	173	5 lb unit	Cost Plus FF		USA	\$ 7.00	\$ 1,211.00	\$ 6.25	\$ 1,081.25
Salad Mix/ Salad Mix	152	4/5 lb case	Cost Plus FF	toss salad	USA	\$ 17.75	\$ 2,698.00	\$ 16.75	\$ 2,546.00
Salad Mix/ Salad Mix		5# bag	Cost Plus FF	toss salad	USA	\$ 5.00	\$ -	\$ 16.75	\$ -
Carrot	75	8/5#	Cost Plus FF		USA	\$ 39.20	\$ 2,940.00	\$ 42.25	\$ 3,168.75
Carrot		5#	Cost Plus FF			\$ 5.50	\$ -	\$ -	\$ -
Cauliflower	150	4/3 lb case	Cost Plus FF		USA	\$ 33.75	\$ 5,062.50	\$ 33.75	\$ 5,062.50
Cauliflower		3# bag	Cost Plus FF			\$ 9.50	\$ -	\$ -	\$ -
Jicama	150	100/2.4-OZ -	Cost Plus FF		MEX	\$ 54.50	\$ 8,175.00	\$ 52.00	\$ 7,800.00
Radish	600	5#	Cost Plus FF		USA	\$ 19.50	\$ 11,700.00	\$ 47.00	\$ 28,200.00
Spinach, Baby	139	4 lb case	Cost Plus FF	organic	USA	\$ 14.25	\$ 1,980.75	\$ 13.75	\$ 1,911.25
Bell Pepper, Green	552	5#	Cost Plus FF	diced 1/4"	USA	\$ 20.95	\$ 11,564.40	\$ 73.00	\$ 40,296.00
Coleslaw, w/Carrot &	138	4/5 lb case	Cost Plus FF		USA	\$ 17.75	\$ 2,449.50	\$ 16.75	\$ 2,311.50
Coleslaw, w/Carrot &		5#	Cost Plus FF		USA	\$ 5.00	\$ -	\$ 16.75	\$ -
Bell Pepper, Red	480	5#	Cost Plus FF		USA	\$ 28.00	\$ 13,440.00	\$ 26.00	\$ 12,480.00
Onion, Red	118	5 lb case	Cost Plus FF		USA	\$ 8.50	\$ 1,003.00	\$ 4.25	\$ 501.50
Persimmons, Fuyu	100	25 lb (90 count case)	Cost Plus FF		USA	\$ 39.50	\$ 3,950.00	\$ 28.00	\$ 2,800.00
Potato, Red Cube	100	20 lb Tub	Cost Plus FF		USA	\$ 34.50	\$ 3,450.00	\$ 27.00	\$ 2,700.00
Grape, Red	90	21 lb case	Cost Plus FF		USA	\$ 40.00	\$ 3,600.00	\$ 33.50	\$ 3,015.00
Peas, Snap	75	10 lb case	Cost Plus FF		USA	\$ 29.90	\$ 2,242.50	\$ 25.75	\$ 1,931.25
Squash, Zucchini	56	5 lb case	Cost Plus FF		USA	\$ 6.75	\$ 378.00	\$ 6.75	\$ 378.00
Onion, Yellow	54	50 lb case	Cost Plus FF		USA	\$ 20.50	\$ 1,107.00	\$ 18.50	\$ 999.00
Celery	176	5#	Cost Plus FF		USA	\$ 10.25	\$ 1,804.00	\$ 36.00	\$ 6,336.00
Ginger Root	36	1 lb case	Cost Plus FF		PERU	\$ 4.75	\$ 171.00	\$ 1.75	\$ 63.00
Lettuce, Shred	35	4/5 lb case	Cost Plus FF		USA	\$ 17.75	\$ 621.25	\$ 16.75	\$ 586.25
Lettuce, Shred		5#	Cost Plus FF		USA	\$ 5.00	\$ -	\$ 16.75	\$ -
Garlic	192	5#	Cost Plus FF	California	USA	\$ 23.90	\$ 4,588.80	\$ 114.00	\$ 21,888.00
Celery	31	24-30 count case	Cost Plus FF		USA	\$ 24.50	\$ 759.50	\$ 24.50	\$ 759.50
Tomato	56	5#	Cost Plus FF		MEX	\$ 18.50	\$ 1,036.00	\$ 18.50	\$ 1,036.00
Chili, Jalapeno	24	1 lb case	Cost Plus FF		USA	\$ 1.50	\$ 36.00	\$ 0.95	\$ 22.80
Herb, Cilantro	11.5	60ct	Cost Plus FF		USA	\$ 29.50	\$ 339.25	\$ 15.75	\$ 181.13
Onions Green	21	4/12 bunch case	Cost Plus FF		USA	\$ 22.75	\$ 477.75	\$ 17.75	\$ 372.75
Onions Green		each	Cost Plus FF		USA	\$ 0.75	\$ -	\$ 17.75	\$ -
Squash, Zucchini	16	20 lb case	Cost Plus FF		USA	\$ 15.50	\$ 248.00	\$ 12.75	\$ 204.00
Juice, Lime	32	1 gal	Cost Plus FF		USA	\$ 18.75	\$ 600.00	\$ 75.25	\$ 2,408.00
Chili, Jalapeno	5	36 lb case	Cost Plus FF		USA	\$ 37.85	\$ 189.25	\$ 29.00	\$ 145.00
carrot shakers chile lime and ranch		75/2.5oz	Cost Plus FF		USA	\$ 32.90	\$ -	\$ 34.00	\$ -
Watermelon Cube		5#	Cost Plus FF		USA	\$ 21.50	\$ -	\$ -	\$ -
Cantaloupe Cube		5#	Cost Plus FF		USA	\$ 23.00	\$ -	\$ -	\$ -
Honeydew Cube		5#	Cost Plus FF		USA	\$ 22.50	\$ -	\$ -	\$ -
Pineapple Cube		5#	Cost Plus FF		USA	\$ 24.00	\$ -	\$ -	\$ -

\$ 1,933,270.40

\$ 1,863,912.58

\$ 69,357.83