GALASSO'S
BAKERY

May 27, 2020

Audrey Mitchel
Director of Nutrition Services
Perris Union High School District
155 E 4th Street
Perris, CA 92570

Re: Hesperia Unified School District Bid # 19-009, Bread and Bakery Products, Piggyback Engagement Letter

Dear Ms. Mitchel

Galasso's Bakery was awarded the contract for distribution of Bread and Products to the Hesperia Unified School District, Bid # 19-009, Bread and Bakery Products. The initial year began on July 1, 2019 through June 30, 2020 and may, by mutual agreement between the DISTRICT and awardee, be renewable for two (2) additional one (1) year periods. Page 14,30 of the bid contains the piggyback clause which the option was granted.

Galasso's Bakery agrees to allow the Perris Union High School District to piggyback the Hesperia Unified District, Bakery and Bread Products Bid # 19-009, for the 2020-2021 school year, under the same terms and conditions of the bid. Special Provisions on page 23 section 3 allow the district to add or remove bakery products as may be needed throughout the term of this contract. Any past items with usage, absent from the Hesperia USD bid, will remain on the Perris UHSD authorized price list at a 5.9% increase over the 2019-2020 school year pricing.

Galasso's Bakery would like to offer the piggyback extension of service to the Perris Unified High School District with the attached fresh bread pricing for the 2020-2021 school year. The prices reflect an increase due to extreme rapid rising costs of labor, along with a substantial one year increase in the Consumer Price Index (CPI) for "Food Away from Home". The prices will be effective July 01, 2020 through June 30, 2021. Please help us by achieving a $75.00 minimum per delivery when placing your orders. Additionally, Galasso's Bakery has elected to relinquish the handling of all tortilla items.
We can recommend viable solutions for you upon request. We will also be discontinuing any items that have an "NA" in the price column. Any additional items that are required can be added to your authorized product list by contacting: Albert Armenta. (714) 292-6638 or **aarmenta@galassos.com**
Please confirm by signing below, and returning to my office via fax, e-mail or mail.

Thank you for your support. We look forward to working with you for the upcoming school year!

Sincerely,

Mark Bailey, CFO
Galasso's Bakery

The Perris Union High School District agrees to Piggyback the Hesperia Unified School District Bread and Bakery Products Bid # 19-009 for the 2020-2021 school year. Effective from July 1, 2020 through June 30, 2021.

Signature of authorized representative

Date

Print or type name

GALASSO'S BAKERY

# Perris Union High School District

## 2020/2021 School Year Price List

| Item # | Product Description | 2019/2020 Price | 2020/2021 Price |
|---|---|---|---|
| **00191** | STEAK ROLL HINGED 12PK | 3.92 | 3.92 |
| **00202** | FRENCH ROLL 6 IN HINGED 12PK | 3.92 | 3.92 |
| **00503** | SOFT BREADSTICKS 8 IN 12PK (GALASSO BAG) | 1.91 | 2.02 |
| **00505** | WHOLE GRAIN BREADSTICKS 8 IN 12PK | 1.91 | 2.02 |
| **01036** | SOURDOUGH STUBBY 32OZ 1/2 IN SLICE | 2.06 | 2.18 |
| **01286** | WHITE PLAIN 6 IN HOT DOG BUN 12PK | 1.84 | 1.95 |
| **02102** | 100% WHOLE WHEAT ROUND TOP 24OZ 1/2 IN SLICE | 1.96 | NA |
| **02106** | WHEAT PULLMAN 24OZ 1/2 IN SLICE | 1.96 | 2.07 |
| **02111** | WHEAT PULLMAN 32OZ 1/2 IN SLICE | 3.59 | 3.80 |
| **02116** | WHITE WHOLE WHEAT 6 IN HOT DOG BUN 12PK | 1.74 | 1.84 |
| **02117** | WHEAT 6 IN HOT DOG BUN 12PK | 1.77 | NA |
| **02119** | WHITE WHOLE WHEAT PULLMAN 24OZ 1/2 IN SLICE | 2.00 | 2.12 |
| **02122** | WHITE WHOLE WHEAT STEAK 6" ROLL HINGED 12PK | 2.26 | 2.39 |
| **02124** | WHEAT ROUND TOP 32OZ 5/8 IN SLICE | 2.52 | 2.39 |
| **02133** | WHITE WHOLE WHEAT 4 IN HOAGIE HINGED 12PK | 3.17 | 3.36 |
| **02134** | WHITE WHOLE WHEAT 3 5 IN HAMBURGER BUN 12PK | 1.96 | 2.08 |
| **02135** | WHITE WHOLE WHEAT 4 IN RANDOM CUT BUN 12PK | 2.10 | NA |
| **02136** | WHEAT 3 5 IN HAMBURGER BUN 12PK | 1.96 | NA |
| **02139** | WHITE WHOLE WHEAT 4 IN HAMBURGER BUN 12PK | 1.85 | 1.96 |
| **02156** | WHITE WHOLE WHEAT DINNER ROLL 2.05OZ 12PK | 2.20 | 2.33 |
| **02228** | WHITE WHOLE WHEAT T-BISCUIT | 1.88 | NA |
| **02486** | WHEAT DINNER ROLL 1 3OZ 12PK (PLAIN BAG) | 2.80 | 2.97 |
| **03500** | WHEAT 4 IN HAMBURGER BUN 12PK | 1.84 | NA |
| **06229** | INDIAN GRAIN PILLOW 24OZ 1/2 IN SLICE | 2.59 | 2.74 |
| **07066** | WHITE WHOLE WHEAT BLUEBERRY BAGEL 6PK | 2.61 | NA |
| **07073** | WHITE WHOLE WHEAT BAGEL 6PK | 2.61 | 2.76 |
| **07074** | WHITE WHOLE WHEAT CINNAMON RAISIN BAGEL 6PK | 2.61 | NA |
| **07075** | 6 IN CORN TORTILLA 2 DOZEN | 1.67 | NA |
| **07078** | 8 IN WHITE WHOLE WHEAT TORTILLAS 24PK | 3.39 | NA |
| **07079** | 10 IN WHITE WHOLE WHEAT TORTILLAS 24PK | 4.20 | NA |
| **07081** | LARGE PITA BREAD 6PK | 2.19 | 2.32 |
| **07114** | 100% WHOLE WHEAT ENGLISH MUFFIN 6PK | 1.84 | 1.95 |
| **07209** | CROISSANT 6PK | 4.99 | 5.28 |

**BOLD = Perris UHSD Piggyback Item**



Galassos Bakery 10820 San Sevaine Way Mira Loma CA 91752 951-360-1211 Fax 951 360-0427

# HESPERIA UNIFIED SCHOOL DISTRICT

**Hesperia, California**

***CERTIFICATE OF MINUTES***

**GOVERNING BOARD OF THE HESPERIA UNIFIED SCHOOL DISTRICT**

The Governing Board met in Regular session on the 6th day of May, 2019 at 6:14 PM, at Oak Hills High School

The following motion was made by member Cody Gregg, seconded by member Ella Lee Rogers and on a vote of the members of the Board, passed with the following vote:

| | |
|---|---|
| **RESULT:** | **AWARDED [UNANIMOUS]** |
| **MOVER:** | Cody Gregg, Vice President |
| **SECONDER:** | Ella Lee Rogers, Board Member |
| **AYES:** | Swanson, Gregg, Kittinger, Rogers, Dundon |

**On MSC Cody Gregg, Ella Lee Rogers, [Unanimous]**
The Board awarded Bid # 19-009 for Bread and Bakery Products to *Galasso's Bakery*, as the lowest responsive, responsible bidder.

**I, David Olney**, Superintendent/Secretary of the governing board of the Hesperia Unified School District of San Bernardino County, do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the governing board of said school district on May 6, 2019.

Dated: May 8, 2019

Signed: _____
Secretary, Governing Board

# GALASSO'S BAKERY

# HESPERIA UNIFIED SCHOOL DISTRICT

# BREAD AND BAKERY PRODUCTS

# BID # 19-009

# ORIGINAL BID COPY #1

# HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING

15576 MAIN STREET, HESPERIA, CA 92345

PHONE (760)244-4411 ♦FAX (760) 244-0075

Virginia Gutierrez
Director, Purchasing, Facilities
Ext.7304
virginia.gutierrez@hesperiausd.org

Kevin Garcia
Assistant Director, Purchasing, Facilities
Ext. 7317
kevin.garcia@hesperiausd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.org

Jessica Swierstra
Assistant Buyer
Ext. 7286
jessica.swierstra@hesperiausd.org

Karina Murillo
Purchasing Specialist
Ext. 7301
karina.murillo@hesperiausd.org

Marylou Eber
Facilities Accountant
Ext. 7308
marylou.eber@hesperiausd.org

Lisa Gee
Purchasing Department Secretary
Ext. 7386
lisa.gee@hesperiausd.org


# MEMO

To:
**POTENTIAL BIDDERS**

From:
**KEVIN GARCIA**

Date:
**MARCH 8, 2019**

Subject:
**ENCLOSED BID PACKAGE**

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached Bid package. It is imperative that you structure your response to the enclosed Bid in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking to time to submit your proposal. If you have any questions, please feel free to contact me at the (760) 244-4411, extension 7317.

Thank you,

Kevin Garcia

Assistant Director of Purchasing & Facilities

# HESPERIA UNIFIED SCHOOL DISTRICT

## BID # 19-009

## NUTRITION SERVICES – BREAD AND BAKERY PRODUCTS

**PROPOSAL DEADLINE DATE:**

**WEDNESDAY, APRIL 3, 2019 at 2:00 P.M.**

**SUBMIT PROPOSALS TO**


*Kevin Garcia, Assistant Director*

*Purchasing and Facilities*

*Hesperia Unified School District*

*15576 Main St.*

*Hesperia, CA 92345*

Phone: (760) 244-4411

Fax: (760) 244-0075

**REQUIRED DOCUMENTS**
**BREAD AND BAKERY PRODUCTS**
**BID #19-009 - COVER SHEET/CHECK LIST**

- ☑ Cover Sheet / Checklist
- ☑ Bid Form and Certification by Bidder
- ☑ Bid Form Price Sheet
- ☑ Deviation / Substitution Form (if applicable)
- ☑ Addendum (s)
- ☑ Suspension and Debarment Certification
- ☑ Certification Regarding Lobbying and Disclosure of Lobbying Activities
- ☑ Iran Contracting Act of 2010 Compliance Affidavit
- ☑ Alcohol and Tobacco School Policy
- ☑ Drug-Free Workplace Certification
- ☑ Worker's Compensation Certificate
- ☑ Non-Collusion Declaration
- ☑ Nutritional Fact Labels/ Nutrition Specification and Ingredient Sheets
- ☑ Disaster Contingency Plan
- ☑ Hazard Analysis Critical Control Point Program (HACCP)
- ☑ Product Recall Program

***SUBMIT THIS SHEET WITH YOUR BID DOCUMENTS***

## TABLE OF CONTENTS

# BID # 19-009
# BREAD AND BAKERY PRODUCTS
## BACKGROUND / INTRODUCTION

The Hesperia Unified School District is requesting Bids from responsive and responsible Bidders to establish a contract for the purchase and delivery of Bread and Bakery Products for the School Nutrition Service Program. This Bread and Bakery Products bid not only includes the purchase of products, but also includes service/ delivery expectations that must be agreed to upon entering into a contract. Products ordered through this bid will be delivered to multiple school sites located throughout the district (See Attachment A).

Products included in this bid are approximate quantities used by Hesperia Unified School District.

All products offered must be new and unused.

The initial term of this contract shall be for a period of one (1) year with two (2) additional one (1) year options to renew the contract. Not to exceed three (3) years. The initial one year period will begin July 1, 2019 through June 30, 2020.

The successful bidder shall remain in compliance with all current building codes, as well as address all concerns raised by officials (District, Local, State, and/or Federal).

Any cost associated with the preparation of the Bid shall be borne by the Bidder. The District reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this Bid or to waive any irregularities or informalities in any Bids. The District reserves the right to make an award without negotiation.

Unless extended by an addendum to the Bid, the due date and time for the receipt of Bids is on or before **Wednesday, April 3, 2019, at 2:00 p.m.** in the Purchasing Department of the Hesperia Unified School District located at 15576 Main Street, Hesperia, CA 92345.

**Please submit TWO (2) ORIGINAL COPIES of the Bid.**

**All Bids are due no later than 2:00 p.m. on Wednesday, April 3, 2019. Late Bids will be returned unopened. It is the sole responsibility of the Bidder to ensure that their Bid is received on time.**

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Kevin Garcia via email at kevin.garcia@hesperiausd.org no later than Friday, March 22, 2019 at 2:00 p.m.

- END OF SECTION -

## CALENDAR OF EVENTS

| *Event* | *Details* | *Date* | *Time (Pacific Std)* |
|---|---|---|---|
| Bid Advertised | ***Victor Valley Daily Press*** | March 8, 2019 & March 15, 2019 | *N/A* |
| Last Day to Submit RFI/ Questions for Clarification or Explanations | kevin.garcia@hesperiausd.org | March 22, 2019 | 2:00 p.m. |
| Response to RFI/Questions for Clarification or Explanations sent to vendors | Emailed to Vendors | March 27, 2019 | 2:00 p.m. |
| **Bids Due** | **Hesperia Unified School District<br>Purchasing Department<br>15576 Main Street<br>Hesperia, California 92345** | April 3, 2019 | **2:00 p.m.** |
| Recommendation for Award will be presented to Board | Hesperia Unified School District<br>Board Room, AESC Annex Bldg. C<br>15576 Main Street<br>Hesperia, California 92345 | May 6, 2019 | 6:00 p.m. |

# INSTRUCTIONS TO BIDDERS AND CONDITIONS

***READ THIS DOCUMENT CAREFULLY***

DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM HESPERIA UNIFIED SCHOOL DISTRICT.

1. **DEFINITIONS:**
   a. As used herein, "Bid" means this BID # 19-009
   b. As used herein, "District" means the Hesperia Unified School District.
   c. As used herein, "Bidder" means the Firm/Service Provider submitting a Bid
   d. As used herein, "Offer" means the Bid.
   e. As used herein, "Contract" means an associated agreement with the District.

2. **INSTRUCTIONS TO BIDDERS:**
   a. CONTENTS OF BID
      i. **Two (2) original Copies** of the Bid shall be sealed in one package. The package must be clearly labeled "BID # 19-009, BREAD AND BAKERY PRODUCTS" and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. All Bids must be submitted by no later than 2:00 p.m. WEDNESDAY, APRIL 3, 2019. Bids shall be delivered to the attention of Kevin Garcia, Assistant Director, Purchasing and Facilities, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the Bid to ensure that it is received by the District prior to the deadline time and due date and at the proper location. Unless this Bid is extended by a written addendum, Bids received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only bids submitted on District bid forms shall be accepted.
      ii. Bid security is not required for BID # 19-009, BREAD AND BAKERY PRODUCTS.
      iii. The Bid must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the Bid. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the Bid on behalf of the corporation, below the signature.
      iv. Bids shall be completed in full as required by the instructions herein. **A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the Bid.
      v. The Bid submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the Bid. A Bidder will be bound by the terms and conditions of the Bid, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a Bid, the District will make a reasonable effort to notify the Bidder that the Bid, as submitted, appears to contain errors and provide the Bidder with the opportunity to correct or clarify such potential errors. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.
      vi. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
      vii. The District may reject any or all Bids, and may waive informalities and minor irregularities in Bids received.

viii. All Bids and materials submitted in response to this Bid shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.

ix. Response to inquiries regarding the status of a Bid must not be made prior to the posting of award recommendation. After bid opening and during the evaluation period, the District will not release any information on the received bids.

x. Tie Bids: In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

3. **PREPARATION AND SUBMISSION:**

Before submitting a Bid, each Bidder is expected to thoroughly examine all documents included in this Bid, including subsequent addendums to the Bid. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Bids be organized in the manner specified below. Include all information in your Bid.

i. **Title Page:** Indicate the Bid number for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this Bid; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.

ii. **Table of Contents:** Include a clear identification of the material by section and page number.

iii. **Bid Form:** Review, complete and submit form as part of bid documents.

iv. **Bid Form Price Sheets:** Include proposed cost for each product listed.

v. **Addendums:** Any addenda issued by the District must be completed, acknowledged and included with your Bid.

vi. **Product Recall Program:** A copy of your Product Recall Program must be included with the bid documents.

vii. **Food Security and Safety Program:** A copy of your Food Security and Safety Program must be included with the bid documents.

viii. **Hazard Analysis Critical Control Point Program (HACCP):** A copy of your Hazard Analysis Critical Control Point Program must be included with the bid documents.

ix. **Disaster Contingency Plan:** A copy of your Disaster Contingency Plan must be included with the bid documents.

x. **Suspension and Debarment Certification:** The bidders shall execute and include in their Bid a Suspension and Debarment Certification.

xi. **Certification Regarding Lobbying and Disclosure of Lobbying Activities:** The bidders shall execute and include in their Bid the Certification Regarding Lobbying and the Disclosure of Activities.

xii. **Iran Contracting Act of 2010 Compliance Affidavit:** The bidders shall execute and include in their Bid an Iran Contracting Act of 2010 Compliance Affidavit.

xiii. **Alcohol and Tobacco-Free School Policy:** The bidders shall execute the Alcohol and Tobacco-Free School Policy and include with bid documents.

xiv. **Drug-Free Workplace Certification:** The bidders shall execute the Drug-Free Workplace Certification and include with the bid documents.

xv. **Workers' Compensation Certificate:** The bidders shall execute and include in their bid a Workers' Compensation Certificate.

xvi. **Non-Collusion Declaration:** The bidders shall execute and include in their Bid a Non-Collusion Declaration.

xvii. **Nutritional Fact Labels:** Bidder shall provide copies of labels containing nutritional information for each product.

xviii. **Recent Copy of Health Department Report:** Bidder shall provide a copy of its most recent health department report to validate company complies with the Department of Health inspection requirements in the county where the facility is located.

4. **EXPLANATION TO BIDDERS:**

a. If a Bidder desires an explanation or clarification of any kind regarding this Bid, the Bidder must make a written request for such explanation. Requests should be emailed to Kevin Garcia, Assistant Director of Purchasing(email: kevin.garcia@hesperiausd.org), Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345 no later than **2:00 p.m.** on **FRIDAY, MARCH 22, 2019**. Questions received in writing by the date and time specified will be answered in writing. Kevin Garcia, Assistant Director of Purchasing, is authorized only to direct the attention of prospective Bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Kevin Garcia nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the Bid of the explanation or clarification, either by letter or formal Bid Addenda via postal service, electronic mail, or facsimile as the District may in its sole discretion deems appropriate.

b. If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the Bid, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the Bid and completing the job and that vendor is capable of following and completing the job in accordance with the project specifications.

c. If necessary, an addendum may be created and processed.

5. **ADDENDUMS:**

a. Bidders are advised that the District reserves the right to amend this Bid at any time. Addendums will be done formally by providing written addenda to all potential Bidders known by the Purchasing department to have received a copy of the Bid. If in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare Bids, the District will change the due date deadline and notify all known Bidders in writing of the revised deadline due date. Any addendum(s) to this bid will be posted on the District website at: www.hesperiausd.org, it is the sole responsibility of the bidder to check the District website for addendum postings.

i. Bidders must acknowledge receipt of any and all Bid addendums. This shall be done by the following means:

1. By signing and returning a copy of the issued addenda with the bid documents

And/Or;

2. By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "**BID FORM**" section of this Bid.

ii. The acknowledgement of receipt of an addendum must be received by the Purchasing department prior to the hour, and date specified for receipt of Bids. Failure to acknowledge receipt of addendums may result in rejection of a Bid.

iii. Copies of any addendums will be made available for inspection at the District's Purchasing Department where Bid documents will be kept on file.

iv. No addenda will be issued later than three (3) calendar days prior to the date for receipt of Bids except addenda withdrawing the request for Bids or one, which includes postponement of the date for receipt of Bids.

v. No verbal or written information, which is obtained other than by information in this document or by an addendum to this Bid, will be binding on the District.

6. **SUBMITTING BIDS:**

Telegraphic, facsimile, or electronic Bids and modifications will **NOT** be considered. No vendor may submit more than one Bid. By submitting a Bid, the prospective vendor represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment, products and/or services necessary to achieve the District's goals and objectives for the project.

7. **MODIFICATION OR WITHDRAWL OF BID:**

Any Bid may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of Bids. All requests for the withdrawal of a Bid must be accompanied by proof acceptable to the District, which authorizes the individual requesting the Bid withdrawal to so act on behalf of the vendor. If a change to a Bid that has been submitted is desired, the submitted Bid must be withdrawn and the replacement Bid submitted to the District prior to the scheduled deadline for submittal of Bids.

Changes or additions to the Bid request, alternative Bids or any other modifications of the information requested by this Bid, which is not specifically called for in the Bid, may result in the District's rejection of the Bid.

8. **LATE BIDS:**

No Bid or Bid modification received after the due date and time deadline will be considered.

9. **BID AWARD:**

a. It is anticipated that a contract will be made with the Bidder whose Bid is determined to be in the overall best interest of the District. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this bid. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.

b. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary

c. The District reserves the right, prior to award, to cancel the Bid or portions thereof, without penalty.

d. The District reserves the right to: (1) accept the Bid of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

e. The District will award the Bid to the responsive and responsible Bidder(s) whose Bid is most advantageous to the District. In determining the most advantageous Bid, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidders' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidders' performance of the services.

f. The District may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in

the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time.

g. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the Bid will be considered sufficient notice of acceptance of Bid.

10. **PAYMENT TERMS AND INVOICING:**

a. Unless otherwise agreed, the District will pay properly submitted vendor invoices within forty-five (45) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order. Monthly billing by site and consolidated by product is required. Invoices are required to include delivery site, date of delivery, product name, quantity, unit size, and unit price. Invoice must be signed by the individual receiving the merchandise and left for the site manager/lead. An invoice signed is required in order for the invoice to be processed for payment. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credits shall be issued in a timely manner. Statements for all goods purchased within a calendar month shall be made available on an individual school/site basis. Statements should be sent by the fifth (5th) of the month following the month of purchase to the Nutrition Services Department located at: 11176 G Ave., Hesperia, CA 92345.

11. **CANCELLATION OF AWARD/TERMINATION:**

a. In the event any of the provisions of this Bid are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.

b. The District reserves the right to terminate any contract resulting from this Bid, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.

12. **DEFAULT:**

a. Cancellation of contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

13. **LOBBYING:**

a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS Bid UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or District personnel after release of the Bid and prior to the Board's vote on the award of this contract.

ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.

iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said Bid.

15. **BRAND NAME SPECIFICATIONS:**

a. Brand name specifications are included for descriptive purposes, to indicate the quality, design and/or utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have been shown due to existing standards. Bidders may propose a product whose brand is **of equal** make, model or type to those specified herein, but each deviation from the specifications must be set forth in detail.

b. For optional equipment, any other brands offered as "equal" shall be accepted only after being reviewed by the District and proven that their capabilities meet District needs.

b. If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

16. **DEVIATIONS FROM BID TERMS AND CONDITIONS:**

a. Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit with the bid, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate bid item number and fully describe the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. If the material, product, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

b. Bids will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these bid documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words "OR EQUAL." Any variances from the specified items must be clearly noted on the bid, otherwise the product will be assumed to be "as specified" – the exact product listed in the bid document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the Bid Response, or product.

c. It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

17. **SAMPLES:**

For evaluation purposes, samples may be required. If requested by District, samples must be delivered to the District at the bidder's expense. **All Samples must be tagged to identify bidder, bid number, and item number.** Any sample(s) that are not be provided by the listed bid opening date and time may not be considered for award. Samples must be delivered to: **11176 G Ave, Hesperia, CA, 92345, Attn: Nutrition Services Director, David Carochi.**

18. **NON –APPROPRIATED FUNDS:**

a. The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

19. **BID QUANTITIES:**

a. **The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire bid.**

20. **PRICING:**

a. Unit prices shown on the Bid shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the Bid evaluation and contract administration.

21. **SALES TAX:**

a. The District is subject to California sales and use tax, but **DO NOT** include sales tax/use tax in your bid.

22. **VALIDITY OF FIRM BID:**

a. Each Bid must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

23. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that it and its principals are not presently debarred suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Hesperia Unified School District will be notified of any change in this status.

24. **DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. **ALCOHOL AND TOBACCO FREE SCHOOL POLICY**

The successful bidder shall agree to enforce an alcohol and tobacco-free work site and shall submit the completed Alcohol and Tobacco-Free School Policy.

26. **IRAN CONTRACTING ACT OF 2010**

a. The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

27. **FILING OF PROTEST BIDS**

Filing of Bid Protests A bidder may protest the bidding process for the project only by filing a written protest with the District's Director of Purchasing, Facilities, and Warehouse, Virginia Gutierrez, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than forty-eight (48) hours after the end of the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding

process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

28. **DISABLED VETERAN BUSINESS ENTERPRISES**
Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

29. **REFERENCES**
Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

30. **PIGGYBACKABLE CLAUSE:**
For the term of the contract and any mutually agreed extensions pursuant to this bid, at the option of the successful bidder, other school districts and community college districts, any public corporation or agency, including any county, city or town within the State of California, may procure identical items off this bid under the same terms and conditions stated in this bid pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. Acceptance or rejection of this provision will not affect the awarding of this bid. This District waives its right to require such other District's and Agencies to draw their warrants in the favor of the District as provided is said code sections.
Acceptance or rejection of this clause will not affect the outcome of this bid.

OPTION GRANTED ✓

OPTION NOT GRANTED _____

- END OF SECTION -

# GENERAL TERMS AND CONDITIONS

1. **BID TERM:**

   a. The terms of this contract shall be effective beginning on a date to be determined upon award by the Board. The initial year will begin on July 1, 2019 through June 30, 2020 and may, by mutual agreement between the DISTRICT and awardee, be renewable for two (2) additional one (1) year periods. The DISTRICT, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon and approved by the Board of Trustees of Hesperia Unified School District.

2. **PRICE ESCALATION:**

   a. The awarded Bidder will hold the proposed pricing for the initial year of the contract. The awarded Bidder will be allowed to adjust prices after the initial year upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice shall be sent to the Director of Nutritional services and Director of Purchasing including proof of the price increase. No increase to the price will be allowed within sixty (60) days of the initial notice submitted to the District. Any price change will be subject to mutual agreement by both parties.

   The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase.

3. **PRICE DECREASES:**

   a. Bidders are required to pass price reductions immediately through to the Hesperia Unified School District as market prices drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

4. **SUBSTITUTIONS OR BACK ORDERS:**

   a. Any such substitutions will be accepted only if the Nutrition Services Director and management team determines them to be equal in all respects to that specified in the bid. If the Nutrition Services Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Section 18 SAMPLES, of the INSTRUCTIONS TO BIDDERS.

5. **MINIMUM/MAXIMUM QUANTITIES:**

   a. The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider a bid to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

6. **ORDERING:**

   a. Bidder will have an active online website accessible to District to allow online ordering, access to run velocity reports, access to specification sheets, nutritional specifications, and ability to add and delete items from order up to one (1) day prior to delivery. For the administrative office only the ability to look up items and request new items not included on bid. Bidder to provide order confirmations within one (1) business day of receiving orders. Bidder shall include detailed ordering instructions with Bid. Orders will be placed per site according to their needs. Sell-by, Use-by, or expire-by dates must be at least six (6) days out from date of delivery.

7. **MERGERS, ACQUISITIONS, OR BUYOUTS:**

   a. In the event that the successful bidder sells the company or merges with another company, current contract conditions must remain the same as awarded. Contracts will not be renegotiated due to a merger, acquisition, or buyout.

8. **DELIVERY AND SERVICE:**

   a. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense. Proposed price FOB destination to various sites per Attachment A to Hesperia Unified School District. All products and services are subject to final inspection and acceptance by the District. Upon placement/ receipt of an order, the successful bidder shall deliver materials within a Five (5) calendar days maximum period unless other delivery times or arrangements have been agreed upon by the District and vendor. Awarded Bidder will be held responsible for following-up, or if necessary, estimating an order to ensure complete and on-time deliveries for all sites. District will not be held responsible for excess inventory ordered by Bidder on behalf of District. The goal is to order all items from one source and to receive complete orders without multiple deliveries or drop shipments for a majority of the orders. *DELIVERIES WILL NOT BE ACCEPTED ON SATURDAYS OR SUNDAYS. Deliveries will not be to one central location. Locations are provided on ATTACHMENT A.

9. **POSTPONEMENTS/ DELAYS:**

   a. The successful bidder must have a contingency plan in place for immediate recovery should a truck breakdown or other delay(s) occur during any delivery day. If a delay occurs, the successful bidder will be responsible for contacting the District's Nutrition Services Department affected by the delay. It is requested that the successful bidder meet with the Nutrition Services Department Director to outline the proposed delivery routing prior to implementation or upon a change in routes or delivery days.

10. **LOADING DOCKS:**

   a. Loading docks are located at the following sites: Nutrition Services Warehouse, 11176 G Ave., Hesperia CA, 92345. There shall be no additional charges for sites without a loading dock.

11. **BAKERY RACKS:**

   a. Empty bakery racks must be picked up with each delivery.

12. **DISCONTINUED ITEMS AND PRODUCT SUBSTITUTION**

   a. Successful bidder(s) are required to immediately notify Hesperia Unified School District's Director of Nutrition Services when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line item number.

13. **PENALTIES**

   a. Federal and State meal reimbursement lost to the District due to late and/or missed deliveries will be deducted from the payment made to the successful bidder.

14. **DAMAGE TO DISTRICT PROPERTY**

   a. The successful bidder shall be fully responsible for any damage to District property caused by its employees. Repairs or replacement, at the option of the District, shall be made by the successful bidder or by the District and charged to the bidder.

15. **SAFETY REGULATIONS**

a. All items proposed in response to this bid must conform to the Safety Order of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at the time of bid. Bidders shall comply with all local, state and federal regulations, directives and laws. Bidder(s) receiving awards of items subject to Chapter 4 (Industrial Safety Orders) California Administrative Code, Title 8, Division of Industrial Relations, must submit to the District, Material Safety Data Sheets (MSDS) for those items, when requested.

16. **HAZARDOUS MATERIALS/SUBSTANCES:**

a. If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

17. **PRODUCT RECALL:**

a. Successful bidder shall bear the cost incurred by the District resulting from product recall, including but not limited to, any cost initially incurred for storage and transportation; pickup, transportation and storage of recalled product(s); and price differential for replacement product, if necessary and approved by the District. Payment or credit for all cost directly related to product recall shall be made with 30 days.

18. **"BUY AMERICAN" PROVISIONS:**

a. Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provisions of Public Law [PL 100-237] when purchasing commodities for the school lunch program. Therefore, bidder's offering product and/or product ingredients manufactured or grown in the United States may be given priority for usage under this proposal. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchased. Awarded bidder will be required to provide information on products origin. Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D).

19. **PACKAGING:**

a. Cases and packages shall be constructed as to ensure safe and sanitary transportation to designated point(s) of delivery. All packaging material shall be FDA approved to meet all applicable State and Federal regulations for safe use with foods. Packaging materials shall impart no odor, flavor, or color to the product.

20. **PEST CONTROL:**

a. The District reserves the right to request verifiable evidence of pest control treatment. Any product delivered must have an audit trail that clearly demonstrates appropriate handling and storage practices for food items and related products, this will include providing proof of established sanitation procedures and an active pest control program to assure proper information.

21. **DELIVERY OF DAMAGED/ UNACCEPTABLE PRODUCTS:**

a. District reserves the right to request credit for damaged goods upon Nutrition Services' Employee inspection. District reserves the right to refuse complete shipments if there is any evidence of damaged product, product quality failure, including, but not limited to, off flavor, evidence of temperature abuse, character defects, non-uniformity of size, damage, mold, excessive moisture,.

Damaged or dented goods/containers will not be accepted. Credit will be required on damaged or unacceptable products. A legible delivery discrepancy receipt shall be left at the site in the case of a return or shortage. Credit shall be issued within seven (7) calendar days. Continued shortages or substitutions will be grounds for termination of this agreement.

22. **KEYS:**

    a. The successful bidder may be provided gate key(s) for entry into specified school sites. Key holders shall immediately report any lost, missing, stolen or damaged keys to Nutrition Services. Key holders shall take measures to protect and safeguard any facility keys issued to them or in their name. Persons entering locked buildings or spaces are responsible for re-securing all doors. In the event that the facility key(s) are lost, stolen or damaged, all replacement key(s), re-keying of locks and any other related charges will be paid by the key holder per incident.

23. **INSPECTION OF FACILITIES:**

    a. As a part of the evaluation process, the District reserves the right to inspect the facilities of the bidder prior to the award of a contract and during the contract period at any time during normal business hours upon prior notice. After such inspection, if a representative of the District determines the bidder may not be capable of providing proper and satisfactory service/product to the District, the bidder may not be considered for an award. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). Should the Bidder vacate an approved facility, a re-inspection will be required under the same conditions for the new facility.

24. **REFERENCES:**

    a. Bidders shall list a minimum of three (3) references where bidder has successfully provided the similar type (s) of good and services to another public entity, district or firm at the similar size and scope as Hesperia Unified School District that has been or is currently being serviced by your company. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed.

25. **LEGAL REQUIREMENTS:**

    a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

    b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

26. **GOVERNMENT STANDARDS:**

    a. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

3. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

    a. Awarded Bidder shall, in addition to any other obligations to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged.

        i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder,

subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or

ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or

iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.

b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.

c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

31. **INSURANCE:**

a. Bidder must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Bidder's insurance. The District Shall be named as an additional insured and shall be maintained during the life of the contract.

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

i. **Commercial General Liability:** Awarded Bidder (s) shall procure and maintain, for the life of the contract/agreement, Commercial Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverage's are required:

1. Commercial General Liability: $1,000,000 per occurrence and $3,000,000 general aggregate for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined Single Limit for owned, hired and non-owned auto.

ii. **Professional Liability:** The awarded Bidder (s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two (2) years after the completion. This insurance shall provide coverage against such liability resulting from this contract/agreement. The minimum limits of coverage shall be $1,000,000 with a deductible not to exceed $5,000.00. The deductible shall be the responsibility of the insured. Professional Liability policies shall include an endorsement whereby the awarded Bidder holds harmless the District and each officer, agent and employee of the District against all claims, for personal injury or wrongful death or property damage arising out of the negligent performance or professional services or caused by an error, omission or negligent act of the awarded Bidder or anyone employed by the awarded Bidder. **This policy must be continued or tail coverage provided for two years after the date of completion of the contract/agreement.**

iii. **Workers Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to his employees. Contract shall sign and file with the DISTRICT upon award the enclosed certificate prior to performing the work under this contract.

1. Statutory coverage in accordance with the laws of the State of California.
2. Employer's Liability with limits of not less than $1,000,000 bodily injury each employee/each accident. Policy limits $1,000,000.

4. **PUBLIC RECORDS LAW:**

a. All Bid documents or other materials submitted by the Bidder in response to this Bid will be open for inspection by any person and in accordance with California Statutes.

32. **RIGHT TO AUDIT**

a. The successful bidder shall submit to third party audits and/or inspections initiated by the member district(s) during the term of the contract and for one year following the end of the contract. Audits and/or inspections will serve to ensure compliance with contract terms, food safety guidelines, pricing and billing. Successful Bidder must take steps to correct findings identified during audits and/or inspections, including financial restitution for any pricing or billing errors which may have occurred during the length of the contract period.

5. **COST INCURRED IN RESPONDING:**

a. All costs incurred or indirectly related to Bid preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this Bid.

6. **INDULGENCE:**

a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this Bid.

7. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.

The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

11. **DISASTER CONTINGENCY PLAN:**

a. Copy of bidder's Disaster Contingency Plan required to be submitted with this bid.

12. **NUTRITIONAL REQUIREMENTS, INFORMATION AND LABELING:**

a. Successful Bidder shall be required to provide a complete nutrient analysis of some products as requested by the District. The nutrient information may be obtained from an independent laboratory at Bidder's expense.
b. The following information will be required from the manufacturer: weight (gm), calories (Kcal), protein (gm),carbohydrate (gm), fat (gm), polyunsaturated fat (gm) saturated fat (gm), trans fat (gm), sodium (mg), cholesterol (mg), dietary fiber (gm), vitamin A (IU), vitamin C (mg), calcium (mg), and iron (mg) and sugar content.
c. Bidder shall notify the Nutrition Services Department whenever there is a product/ingredient change in any item provided to the district. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Nutrition Services Department. All items must meet nutritional requirements of the USDA Child Nutrition Program.

13. **NSLP AND SBP REGULATIONS:**

a. Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section School Lunch and

Breakfast Whole Grain Rich Ounce Equivalency (oz eq) requirements for School Meal Programs, group B.

14. **DISABLED VETERAN BUSINESS ENTERPRISES:**

    a. Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals may be required for this project. Minority, women and disabled veteran contractors are encouraged to submit bids.

15. **GOVERNING LAW:**

    a. The final contract between Bidder and District shall be governed by California law.

16. **CERTIFICATIONS**

    a. The bidder shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

The bidder shall comply with all applicable standards, orders, or regulations issued, including:

b. **Clean Air and Water Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) list of violation Facilities. The contractor will immediately notify the District of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

c. **Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq.** (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the bidder agrees not to use a facility listed on the EPA's List of Violating Facilities

d. **Debarment Certification**

The USDA Certification Regarding Debarment must accompany each subsequent two (2) additional one-year renewals (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

e. **Lobbying**

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 *CFR* Part 3018) must accompany each renewal (7 *CFR* Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration.

f. **Energy Policy and Conservation Act**: http://legcounsel.house.gov/Comps/EPCA.pdf.

The bidder 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.

g. **Contract Work Hours and Safety Standards Act Compliance:** https://www.dol.gov/whd/govcontracts/cwhssa.htm

In performance of this Bid, the bidder shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

- END OF SECTION –

## SPECIAL PROVISIONS

1. Nutrition Guidelines are based on current Federal and State guidelines and are subject to change during the term of the Contract.

2. A complete nutritional fact label for one (1) individual serving including all ingredients and major food allergens used on the preparation of the product will be required. Information regarding school meal pattern requirements met by each product must be provided with the bid at opening. Products must specify zero grams of trans-fat per serving (Public law no. 111-296, Healthy, Hunger-Free Kids Act of 2010).

3. The District reserves the right to add or remove other bread or bakery products as may be needed throughout the term of this contract. The District may add or remove site locations as necessary.

4. All deliveries are to be to the designated storage area at each school location (See Attachment "A") during the hours indicated on the list.

5. No deliveries are to be made during school holidays and vacations; and no delivery on Saturday and Sunday.

6. Delivery slips are required with every delivery, and each delivery slip must be signed by the Site Supervisor or their designee, and a copy shall be left at the individual schools.

7. The set-up of orders and delivery times may vary per school. Successful bidder(s) must work with the Nutrition Services Department and/ or school sites on both set-up and delivery.

8. The successful bidder(s), if requested, shall be responsible to provide on-site training to school personnel in proper food service handling techniques for dispensing your product.

9. The District reserves the right to inspect the plant and facilities of the Bidder prior to or after award of contract. The Bidder must display a valid County Health Department permit. **A recent health department report will be required to be submitted at the time of the bid opening.**

10. The successful bidder must have a Hazard Analysis Critical Control Point Program (HACCP) for all areas of service and products including but not limited to; purchasing, receiving, holding, storage, transportation and delivery. All Bidders must provide copies of their HACCP certification records at the time of the bid submission.

11. The storage, preparation, handling, and delivery of the food products shall comply with all applicable health and safety laws and regulations. The successful Bidder shall immediately notify the District in writing of any potential disease, illness, or recalls associated with the food product which stem from improper procedures or defective food product.

12. Products and packaging stated herein shall be produced under sanitary conditions; the plant shall meet sanitary requirements of Federal, State and City agencies.

13. Food delivered individually-portioned, packaged and labeled for sale must have an ingredient label which lists allergens, if any, and MSG. Packaging must include a tamper-proof seal.

14. If requested the bidder must provide the District with a sample container, wrap and/or packaging to be used. Product name and brand/ logo clearly displayed on the package.

Out of Date products are to be promptly removed and replaced as requested at no cost to the District.

# BID FORM

## Bid # 19-009 Bread and Bakery Products

**Name of Bidder:** Galasso's Bakery

**To: Hesperia Unified School District, acting by and through the Governing Board, herein Called the "DISTRICT."**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Calendar of Events, Instructions and Conditions, Bid Form, Bid Form Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Technical Specifications, Certification regarding debarment, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 19-009 Bread and Bakery Products**

All in strict conformity with the Bid Documents, including Addenda Nos. and/or Amendment Nos., on file at the office of the **Hesperia Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Hesperia Unified School District** the Agreement and will also furnish and deliver to the **Hesperia Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

| Name | Address | Phone/ Email |
|---|---|---|
| Mark Bailey, Chief Financial Officer | 10820 San Sevina Way, Mira Loma CA | (951) 360-1211 mbailey@galassos.com |
| Albert Armenta, Director of Sales | 10820 San Sevaine Way, Mira Loma, CA | (714) 292-6638 aarmenta@galassos.com |
| | | |

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been approved for regular commercial use.

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence. Bidder must ensure that orders are delivered/ received by the District in an acceptable amount of time.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

Failure to complete the Bid Form and Bid Form Price Sheet in its entirety will render a bidder nonresponsive. If a vendor so chooses to not bid on an item, the vendor must write "No Bid" in the unit price.

14. Bid prices are to include delivery, F.O.B. Hesperia Unified School District, assembly, and any required installation.

**15. <u>List of References</u>**

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide furniture and equipment services.

1. Name: **Val Verde Unified School District**

Address and Telephone: **975 W. Morgan St., Perris, CA 92571**
**(951) 940-6100 ext. 10859**

Contact Person: **Robert Quanstrom, Food Services Director**

Description of Work: **Multi-site Bread delivery**

2. Name San Diego Unified School District

Address and Telephone: 6735 Gifford Way, Room 5, San Diego, CA 92111 (858) 522-5813

Contact Person: Eric Schoeppler, Contract Specialist

Description of Work: Multi-site Bread Delivery

3. Name: Garden Grove Unified School District

Address and Telephone: 10331 Stanford Avenue, Garden Grove, CA 92840 (714) 663-6155

Contact Person: Agnes Lally, Food Service Director

Description of Work: Multi-site Bread Delivery

**17. Acknowledgement of Addendums:**

The Bidder acknowledges receipt of addendums to Bid #19-009.

| *Addenda Number* | 1 | | | | | *Initial Here* |
|---|---|---|---|---|---|---|
| *Date* | 3/19/2019 | | | | | MB |

**18. Certification by Bidder:**

I hereby certify that I am able to commit the firm to the Bid submitted.

April 02, 2019
Date

Galasso's Bakery
Company Name

Authorized Signature

Mark Bailey
Print Name

Chief Financial Officer
Title

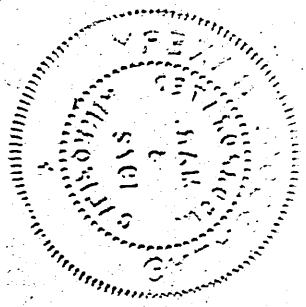
10820 San Sevaine Way,
Street Address

Mira Loma, California 91752
City State Zip Code

(951) 360-1211
Telephone Number

(951) 360-0427
Fax Number

If you are submitting a proposal as a corporation, please provide your corporate seal here:



# HESPERIA UNIFIED SCHOOL DISTRICT

**PURCHASING DEPARTMENT**
15576 Main Street, Hesperia, CA 92345
Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

Virginia Gutierrez
Director, Purchasing & Facilities
Ext.7304
virginia.gutierrez@hesperiausd.org

Kevin Garcia
Assistant Director, Purchasing & Facilities
Ext. 7317
Kevin.garcia@hesperiausd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.org

Jessica Swierstra
Assistant Buyer
Ext. 7286
Jessica.swierstra@hesperiausd.org

Karina Murillo
Purchasing Specialist
Ext. 7301
Karina.murillo@hesperiausd.org

Mary Lou Eber
Facilities Planner
Ext. 7308
Marylou.eber@hesperiausd.org

Lisa Gee
Department Secretary
Ext. 7381
lisa.gee@hesperiausd.org

**BREAD AND BAKERY PRODUCTS**
**BID # 19-009**
**MARCH 19, 2019**

## ADDENDUM ONE

***Please incorporate the following revisions and/or clarifications into the Bid:***

1. Are you looking for fresh or frozen products on the bakery bid?

***ANSWER: Fresh Products Only.***

*All other terms & conditions remain unchanged.*
- END OF ADDENDUM-

This Addendum must be signed & returned with your proposal.

Signature — Date: April 2, 2019

Print Name: Mark Bailey — Title: Chief Financial Officer

Name of Company: Galasso's Bakery

**BID FORM PRICE SHEET**
**BID # 19-009 Bread and Bakery Products**

Product specifications are based on products and pack sizes currently in use. Alternate pack sizes may be accepted when pack size specified is not available. Some specific brands and specifications shown have been established by the District based on the District's research and expertise, popularity of the item, and/or brand name recognition. The District's Nutrition Services Department Director will be the sole judge as to whether such alternate or "equal" products are, in fact, substantially equal to the specifications set forth herein and whether such deviations are acceptable to the District.

| Line Item No. | Product Item # or Code | Product Description | Brand | Estimated Annual Usage | Case, Pack or Unit Size | Bid Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|
| 1 | 02122 | White Wheat Steak Roll, Hinged 6" | Galasso's | 2,800 | 12 per Package | 2.26 | $6,328.00 |
| 2 | 02139 | White Wheat Hamburger Bun, 4" | Galasso's | 58,000 | 12 per Package | 1.85 | $107,300.00 |
| 3 | 02102 | 100% Whole Wheat Sliced Loaf Bread, 24 oz. 22 slices | Galasso's | 1,500 | 24 oz. per Loaf | 1.96 | $2,940.00 |
| 4 | 02116 | White Wheat Hot Dog Bun, 6" | Galasso's | 150 | 12 per Package | 1.74 | $261.00 |
| 5 | 02156 | White Whole Wheat Dinner Roll, 2.05 oz | Galasso's | 19,000 | 12 per Package | 2.20 | $41,800.00 |
| 6 | 07079 | Tortilla, Fresh, Whole Grain Flour 10" | Romero's | 1,700 | 2 dozen per Package | 4.20 | $7,140.00 |
| 7 | 06229 | Deli Squaw Bread, Sliced | Galasso's | 25 | 16 or 22 Slices per Loaf | 2.59 | $64.75 |
| 8 | 07209 | Croissant, 6" | Global | 25 | 12 per Package | See Substitution Form | n/a |
| 9 | 07075 | Tortilla, Fresh, Whole Ground Corn, 4" | Romero's | 50 | 3 dozen per Package | See Substitution Form | n/a |
| 10 | 07078 | Tortilla, Fresh, Whole Grain Flour 8" | Romero's | 150 | 12/2 dozen | 3.39 | $508.50 |

## DEVIATION/SUBSTITUTION FORM

| Line Item No. | Substitute Product Item # or Code | Substitute Product Description | Substitute Brand | Case, Pack or Unit Size | Bid Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 8 | 07209 | Croissants | Global | 6 Pack | 4.99 | $249.50 |
| 9 | 07075 | 6" Corn Tortillas | Romero's | 2 Packs of 12 | 1.67 | $125.25 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## ATTACHMENT A
## SITE LOCATIONS AND DELIVERY INFORMATION

| SCHOOL SITE | DELIVERY ADDRESS | DELIVERY DAYS | DELIVERY TIMES |
|---|---|---|---|
| NUTRITION SERVICES WAREHOUSE | 11176 G AVE., HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| CEDAR MIDDLE SCHOOL | 13565 CEDAR ST, HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| HESPERIA JUNIOR HIGH SCHOOL | 10275 CYPRESS AVE.,HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| RANCHERO MIDDLE SCHOOL | 17607 RANCHERO RD., HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| HESPERIA HIGH SCHOOL | 9898 MAPLE AVE., HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| OAK HILLS HIGH SCHOOL | 7625 CATABA RD., HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |
| SULTANA HIGH SCHOOL | 17311 SULTANA AVE., HESPERIA, CA 92345 | MONDAY AND FRIDAY | 6AM-7AM |

## SUSPENSION AND DEBARMENT CERTIFICATION
## U.S. DEPARTMENT OF AGRICULTURE

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

---

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

---

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(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):

**Mark Bailey, Chief Financial Officer** _____ **4/02/2019**

Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID 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

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

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

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

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

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

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

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

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

OR

| Name of Food Service Management or Food Service Consulting Company: Galasso's Bakery | | |
|---|---|---|
| Printed Name and Title: Mark Bailey, Chief Financial Officer | Signature: | Date: 4/02/2019 |
| Name of School Food Authority: | | Agreement Number: |

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998
Approved by OMB
0348-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

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

| | | |
|---|---|---|
| 1.Type of Federal Action:<br><br>a. Contract<br>b. Grant<br>c. Cooperative Agreement<br>d. Loan<br>e. Loan Guarantee<br>f. Loan Insurance | 2. Status of Federal Action:<br><br>a. Bid/offer/application<br>b. Initial award<br>c. Post-award | 3. Report Type:<br>a. Initial filing<br>b. Material change<br>FOR MATERIAL CHANGE ONLY:<br><br>Year: _____ Quarter: _____ |
| 3. Name and Address of Reporting Entity:<br><br>Prime Subawardee<br>Tier _____, if known<br><br>Congressional District, if known: | ☐ If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br><br>Congressional District, if known: | |
| ☐ Federal Department/Agency: | ☐ Federal Program Name/Description:<br><br>CFDA Number, if applicable: | |
| ☐ Federal Action Number, if known: | ☐ Award Amount, if known:<br>$ | |
| ☐ a. Name and Address of Lobbying Entity<br>(if individual, last name, first name, MI): | 10. b. Individuals Performing Services (including address if different from No. 10a)<br>(last name, first name, MI): | |
| (attach Continuation Sheet(s) if necessary) | | |
| ☐ Amount of Payment (check all that apply):<br><br>$_____ actual<br>planned | ☐ Type of Payment (check all that apply):<br>Retainer<br>One-time fee<br>Commission<br>Contingent fee<br>Deferred<br>Other; specify: _____ | |
| ☐ Form of Payment (check all that apply):<br>Cash<br>In-kind; specify:<br>Nature _____<br>Value _____ | | |

NONE

NONE

NONE

| |
|---|
| L. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11:<br><br>(Attach Continuation Sheet(s) SF-LLL-A, if necessary) |
| 15. Continuation Sheet(s) SF-LLL-A attached: Yes (No) |

| | |
|---|---|
| 16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. | Signature: [signature]<br>Print Name: Mark Bailey<br>Title: Chief Financial Officer<br>Telephone No: ( 951 ) 360-1211<br>Date: April 02, 2019 |
| Federal Use Only: | Authorized for local reproduction<br>Standard Form - LLL |

## 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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections 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 follow-up 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 No. 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 (No. 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 No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. 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 No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 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 No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

(FORM MUST BE SUBMITTED WITH THE BID)

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 bid 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 Federal ID Number 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) | Federal ID Number (or n/a) |
|---|---|
| Galasso's Bakery | 95-2780618 |
| By (Authorized Signature) | |
| Print Name and Title of Person Signing | Date Executed |
| Mark Bailey, Chief Financial Officer | April 02, 2019 |

**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) | Federal ID Number (or n/a) |
|---|---|
| By (Authorized Signature) | |
| Print Name and Title of Person Signing | Date Executed |

-End of Section –

## ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(FORM MUST BE SUBMITTED WITH THE BID)

In the interest of public health, the Hesperia Unified School District provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

Galasso's Bakery

Name of Contractor

Signature Mark Bailey, Chief Fincial Officer

April 02, 2019

Date

# DRUG-FREE WORKPLACE CERTIFICATION

(FORM MUST BE SUBMITTED WITH THE BID)

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the workplace;

2) The person's or organization's policy of maintaining a drug-free workplace;

3) The availability of drug counseling, rehabilitation and employee-assistance programs;

4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I

further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Galasso's Bakery
NAME OF CONTRACTOR

Signature

Mark Bailey
Print Name

Chief Fincial Officer
Title

April 02, 2019
Date

## CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION

(FORM MUST BE SUBMITTED WITH THE BID)

I hereby affirm, under penalty of perjury, one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.

☑ I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

☑ My workers' compensation insurance and policy number are:

Carrier ALASKA NATIONAL INSURANCE CO.

Policy Number 18F WD 11187

☐ I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

You must check only one of the following boxes:

☐ I do not employ anyone in the manner subject to the workers' compensation laws of California

☐ I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name Galasso's Bakery

Print Name Mark Bailey Date 4/02/2019

Signature

**Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to $100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.**

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body *prior to* performing any work under this contract.)

# NON-COLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With Bid)

I, Mark Bailey, declare as follows:

That I am the Chief Financial Officer of Galasso's Bakery, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Executed this 2nd day of April, 2019, at Mira Loma, California

By: _____

Name: Mark Bailey

Title: Chief Financial Officer

Authority: Public Contract Code 7106

# QUICK REFERENCE CARDS FOR USDA "ALL FOODS SOLD IN SCHOOLS" STANDARDS

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The Smart Snacks in School standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

**GALASSO'S BAKERY**
Superior Quality I Abundant Variety I Excellent Service

GALASSO'S BAKERY

April 2, 2019

To Whom It May Concern:

Galassos's Bakery currently delivers to over 100 school districts throughout Southern California. We are dedicated to providing our school food service customers with the best possible products and service available. We appreciate the opportunity to provide your district with pricing for the 2019 - 2020 School Year!

## Buy American

This letter serves as a conformance certification that all Galasso's Bakery products are manufactured in the United States from ingredients grown in the United States and as such meet the requirements of 7 CFR, Section 210.21[d] and the "Buy American" provisions of Public Law.

The William F. Goodling Child Nutrition Reauthorization Act of 1998 added a provision, Section 12(n) to the National School Lunch Act (NSLA) (Title 42 United States Code [U.S.C.]) requiring school food authorities (SFA) to purchase, to the maximum extent practicable, domestic agricultural commodity products. The Buy American Provision supports the mission of Child Nutrition Programs (CNP), which is to serve children nutritious meals in schools and support American agriculture. Using food products from local sources supports local farmers and provides healthy choices for children in the school meal programs while supporting the local economy. The Buy American Provision also supports SFAs working with local, or small, minority, and women-owned businesses as required by Title 2, Code of Federal Regulations (2 CFR), Section 200.321. SFAs are encouraged to purchase food products from local and regional sources when expanding farm to school efforts.

- The reverse side of this letter identifies Galasso's Bakery items that meet Buy American requirements.

**I certify that all of Galasso's Bakery item(s) are produced and processed in the U.S. and contain over 51% of agricultural food components, by weight or volume, from the U.S.**

Thank You,

Mark Bailey,
Chief Financial Officer
Galasso's Bakery
(951) 360-1211
mbailey@galassos.com

certified WBENC
WOMEN'S BUSINESS ENTERPRISE

# Galasso's Bakery products manufactured in the United States

| Item # | Product Description |
|---|---|
| 00191 | Steak Roll Hinged 12pk |
| 00201 | French Roll 6" Non-Sliced 12pk |
| 00202 | French Roll 6" Hinged 12pk |
| 00227 | Large French Point hinged 12pk |
| 00230 | French Roll 8" Non-Sliced 6pk |
| 00232 | French Roll 8" Seeded Non-Sliced 6pk |
| 00245 | French Roll 10" Non-Sliced 6pk |
| 00275 | French Roll 12" Non-Sliced 6pk |
| 00277 | French Roll 12" Seeded Non-Sliced 6pk |
| 00318 | French Baguette 24" Non-Sliced 1 pk |
| 00503 | Soft Bread Stick 12pk Printed Bag |
| 00505 | Whole Grain Soft bread stix 8" 12pk |
| 00510 | French Balloon 16oz., Non-Sliced |
| 00514 | French Stubby 32oz., 1" Slice |
| 00515 | French Stubby 16oz., 3/4" Slice |
| 00528 | French Stubby 16oz., 1/2" Slice |
| 01002 | Sourdough Bow l 6oz 2pk |
| 01031 | Sourdough Square 32oz., 1/2" Slice |
| 01034 | Sourdough Bow l 10oz 2pk |
| 01036 | Sourdough Stubby 32oz., 1/2" Slice |
| 01037 | Sourdough Stubby 32oz., 1" Slice |
| 01038 | Sourdough Stubby 32oz., 3/4" Slice |
| 01039 | Sourdough Stubby 32oz., 5/8" Slice |
| 01041 | Circle Sourdough 24oz., 5/8" Slice |
| 01044 | Sourdough Pillow 24oz., 1/2" Slice |
| 01066 | Sourdough dinner rolls 12pk |
| 01068 | Sourdough Breakaw ay 32oz. |
| 01115 | GOLDEN 4" RC BUN W/SHEEN |
| 01122 | Golden Pullman 24oz., 1" Slice |
| 01123 | Golden Pullman 24oz., 3/4" Slice |
| 01125 | Golden Round Top 32oz., 1" Slice |
| 01132 | Golden Pullman 32oz., 1" Slice |
| 01144 | Gourmet Seeded Hot Dog 12pk |
| 01151 | Golden Onion 4.5" Hamburger Bun 12pk |
| 01206 | White Pullman 24oz., 1/2" Slice 36ct |
| 01209 | White Pillow 24oz., 1/2" Slice |
| 01210 | Indiv Wrap White 36sl |
| 01211 | White Pullman 32oz., 1/2" Slice |
| 01219 | White Dinner Roll w /Split 12pk |
| 01220 | Indiv Wrap White dinner roll 20ct |
| 01221 | French dinner roll 12pk |
| 01224 | White Round Top 32oz., 5/8" Slice |
| 01225 | White Pullman 32oz., 5/8" Slice |
| 01228 | White T-Biscuit Non-Sliced |
| 01231 | White Seeded 4" Hamburger Bun 12pk |
| 01233 | White 3.5" Hamburger Bun 12pk |
| 01236 | White 4" Hamburger Bun 12pk |
| 01241 | White Seeded 4.5" Hamburger Bun 12pk |
| 01246 | White 4.5" Hamburger Bun 12pk |
| 01250 | High Rise Seeded 4" Random Cut Bun 12pk |
| 01251 | White Seeded 5" Hamburger Bun 12pk |
| 01258 | Brioche Style Bun 4" 12 pk |
| 01259 | Brioche Style Bun 4.5" 12pk |
| 01262 | White 5" Hamburger Bun 12pk |
| 01267 | White 7" Hot Dog Bun 12pk |
| 01286 | White 6" Hot Dog 12pk |
| 01293 | White 10" Hot Dog Bun 6pk |
| 01503 | Soft Bread Stick 12pk Plain Bag |
| 02102 | 100% Whole Wheat Round Top 24oz., 1/2" Slice |
| 02104 | Wheat Roll 6" Hinge Slice 12pk Lighter Wt. |
| 02106 | Wheat Pullman 24oz., 1/2" Slice |
| 02107 | Wheat Pullman 24oz., 1/2" Slice 36ct |
| 02109 | 100% Whole Wheat Pillow 24oz., 1/2" Slice |
| 02111 | Wheat Pullman 32oz., 1/2" Slice |
| 02114 | Wheat 12" Roll Non-Sliced 6pk |
| 02116 | White Whole Wheat 6" Hot Dog 12pk |
| 02117 | Wheat 6" Hot Dog 12pk |
| 02119 | White Whole Wheat Pullman 24oz., 1/2" Slice |
| 02120 | Wheat Roll 6" Hinged 12pk |

| Item # | Product Description |
|---|---|
| 02122 | White Whole Wheat 6" Steak Roll Hinged 12pk |
| 02124 | Wheat Round Top 32oz., 5/8" Slice |
| 02128 | White Whole Wheat Dinner Roll 12pk |
| 02129 | Cracked Wheat 4.5" Random Cut Hamburger Bun 12pk |
| 02133 | White Whole Wheat 4" Hoagie Hinged 12pk |
| 02134 | White Whole Wheat 3.5" Hamburger Bun 12pk |
| 02135 | White Whole Wheat 4" Random Cut Bun 12pk |
| 02136 | Wheat 3.5" Hamburger Bun 12pk |
| 02139 | White Whole Wheat 4" Hamburger Bun 12pk |
| 02142 | White Wheat 4" Bun w / Oat Flakes |
| 02143 | Whole White Wheat 4" Hoagie Full Slice 12pk |
| 02144 | Indiv Wrap White Wheat Dinner Roll |
| 02145 | White Whole Wheat 4" Seeded Hamburger Bun 12pk |
| 02156 | White Whole Wheat Dinner Rl 2.05 oz 12pk |
| 02225 | Wheat Pullman 32oz., 5/8" Slice |
| 02228 | White Whole Wheat T-Biscuit |
| 02486 | Wheat Dinner Rolls 1.3oz.,12pk |
| 02487 | Indiv Wrap Wheat DR 20ct |
| 02498 | Dark w heat dinner roll w /oats 12pk |
| 03215 | Pumpernickel Stubby 32oz., 1/2" Slice |
| 03227 | Pumpernickel Stubby 32 oz. 1" Slice |
| 03426 | Wheatberry Pillow 24oz., 1/2" Slice |
| 03429 | Wheatberry Pillow w /Oats 24oz., 1/2" Slice |
| 03500 | Wheat 4" Hamburger Bun 12pk |
| 03520 | Multigrain 8" Roll 6pk |
| 04398 | Rye Pillow 24oz., 1/2" Slice |
| 04541 | Rye Square 32oz., 1/2" Slice |
| 04556 | Rye Stubby 32oz., 1/2" Slice |
| 04557 | Rye Stubby 32oz., 3/4" Slice |
| 04558 | Rye Cornmeal Stubby 32oz., 1/2" Slice |
| 04800 | Potato Dinner Rolls 12pk |
| 04801 | Potato 4.5" Random Cut Hamburger Bun 12pk |
| 04805 | Indiv Wrap Potato Dinner roll 20ct |
| 04810 | Table Bread Boule 6pk 5oz |
| 04817 | Brioche Style 3" Sliders 12pk |
| 048278 | 12 Grain Bread Wide Pan |
| 048284 | Buttermilk Bread Wide Pan |
| 048289 | Potato Bread Wide Pan |
| 05311 | Rye Pumpernickel Tw ist Stubby 32oz., 1/2" Slice |
| 06221 | Indian Grain Bow l w /Oats 3pk |
| 06229 | Indian Grain Pillow 24oz., 1/2" Slice |
| 06230 | Indian Grain 4" Bun w /Oats 12pk |
| 06636 | Indian Grain Stubby 32oz., 1/2" Slice |
| 06638 | Indian Grain Stubby 32oz., 3/4" Slice |
| 06641 | Indian Grain Square 32oz., 1/2" Slice |
| 06652 | Raisin Pullman 32oz., 1/2" Slice |
| 07053 | Everything Bagel 3oz |
| 07060 | Egg Bagel 6pk |
| 07062 | 100% Whole Wheat Bagel 6pk |
| 07063 | Cinnamon Raisin Bagel 6pk |
| 07064 | Plain Bagel 6pk |
| 07065 | Onion Bagel 6pk |
| 07066 | White Whole Wheat Blueberry Bagel 6pk |
| 07069 | Bagel-Mini 10pk |
| 07072 | Blueberry Bagel 6pk |
| 07073 | White Whole Wheat Bagel 6pk |
| 07074 | White Whole Wheat Cinnamon Raisin Bagel 6pk |
| 07075 | 6" Corn Tortillas 2pk of 12 |
| 07076 | 6" White Whole Wheat Tortillas 2pk of 12 |
| 07077 | 100% w hole w heat bagelettes |
| 07078 | 8" White Whole Wheat Tortillas 2pk of 12 |
| 07079 | 10" White Whole Wheat Tortillas 2pk of 12 |
| 07081 | Pita brd lg 6/pk |
| 07090 | Tortilla 12" Spinach 12pk |
| 07091 | Tortilla 12" Tomato 12pk |
| 07092 | 12" Flour Tortilla 55% Whole Grain 12pk |
| 07111 | English Muffin 6pk |
| 07114 | 100% Whole Wheat English Muffin 6pk |
| 07209 | Croissant 6pk |

Galasso's Bakery - 10820 San Sevaine Way, Mira Loma, Ca 91752 Ph. (951) 360-1211 Fax (951) 360-0427
www.galassos.com

# GALASSO'S BAKERY

# HESPERIA UNIFIED SCHOOL DISTRICT

# BREAD AND BAKERY PRODUCTS

# BID # 19-009

# SUPPORTING DOCUMENTS

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

## Galasso's Bakery

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: December 31, 2013
Expiration Date: December 31, 2019
WBENC National Certification Number: 2005123792

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West

Women's Business Enterprise Council WEST

NAICS: 311812
UNSPSC: 50180000, 90101501, 90101503

Center for Women & Enterprise · Greater Women's Business Council · WBECPACIFIC · Great Lakes Women's Business Council · ORVWBC · Women's Business Enterprise Council · Women's Business Development Center · Women Presidents' Educational Organization · Women's Business Development Council of Florida · WBEC · WBEA · WBEC SOUTH

# STATE OF CALIFORNIA

## DEPARTMENT OF PUBLIC HEALTH
## FOOD AND DRUG BRANCH

## PROCESSED FOOD REGISTRATION

GALASSO'S BAKERY
10820 SAN SEVAINE WY.
MIRA LOMA, CA 91752

REGISTRATION NUMBER: 12623
EXPIRATION DATE: 9/21/2019

THE PERSON NAMED HEREIN IS REGISTERED TO MANUFACTURE, PACK, OR HOLD PROCESSED FOOD IN THE STATE OF CALIFORNIA THROUGH THE EXPIRATION DATE. THIS REGISTRATION IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF DIVISION 104, SECTION 110460 OF THE CALIFORNIA HEALTH AND SAFETY CODE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR PLACE. THE REGISTRANT IS REQUIRED BY LAW TO IMMEDIATELY NOTIFY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OF ANY CHANGE IN THE INFORMATION REPORTED IN THE APPLICATION.

Food and Drug Branch, 1500 Capitol Avenue, MS 7602, PO Box 997435, Sacramento, CA 95899-7435 (916) 650-6500

100% Whole Wheat Round Top 24oz., 1/2" Slice #2102 V5

GALASSO'S BAKERY

01/11/2018

## Nutrition Facts

About 24 servings per container

**Serving size** **1 Slice (28g)**

**Amount per serving**

**Calories** **70**

| | % Daily Value* |
|---|---|
| **Total Fat** 1g | 1% |
| Saturated Fat 0g | 1% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 120mg | 5% |
| **Total Carbohydrate** 12g | 4% |
| Dietary Fiber 2g | 6% |
| Total Sugars 1g | |
| Includes 1g Added Sugars | 2% |
| **Protein** 3g | |
| Vitamin D 0mcg | 0% |
| Calcium 40mg | 4% |
| Iron 1mg | 4% |
| Potassium 58mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Whole Wheat Flour, Water, Yeast, Vital Wheat Gluten, High Fructose Corn Syrup, Contains 2% or less of each of the following: Soybean Oil, Cracked Wheat, Salt, Calcium Propionate (A Preservative), Brown Sugar, Mono-Glyceride, DATEM, Enzymes, Ascorbic Acid added as a dough conditioner, ADA. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

# Formulation Statement for Documenting Grains in School Meals
## Required Beginning SY 2013-2014
### *(Crediting Standards Based on Grams of Creditable Grains)*

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: 100% Whole Wheat Round Top 24oz., 1/2 Code No.: 02102

Manufacturer: Galasso's Bakery Serving Size 28g (0.98oz)
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes____ No X **How many grams:**____
(*Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| Whole Wheat Flour | 16.2g | 16g | 1.0125 |
| Cracked Wheat | 0.3g | 16g | 0.01875 |
| | | | |
| | | | 1.03125 |
| **Total Creditable Amount[3]** | | | 1.00 |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.
[1] (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.
[2] Standard grams of creditable grains from the corresponding Group in Exhibit A.
[3] Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 28g (0.98oz)
Total contribution of product (per portion) 1.00 oz equivalent

I certify that the above information is true and correct and that a 0.98 ounce portion of this product (ready for serving) provides 1.0 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Albert Armenta
Signature

Director of Sales and Distribution
Title

Albert Armenta
Printed Name

04 / 12 / 2018
Date

951-360-1211
Phone Number

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA. 91752, Phone (951) 360-1211, Fax (951) 360-0427

White Whole Wheat 6" Hot Dog, 12 pk # 2116 V10

12/21/2017

GALASSO'S BAKERY

## Nutrition Facts

12 servings per container

**Serving size** **1 Bun (58g)**

**Amount per serving**

**Calories** **130**

| | % Daily Value* |
|---|---|
| **Total Fat** 1.5g | 2% |
| Saturated Fat 0g | 2% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 250mg | 11% |
| **Total Carbohydrate** 26g | 9% |
| Dietary Fiber 2g | 8% |
| Total Sugars 3g | |
| Includes 3g Added Sugars | 6% |
| **Protein** 4g | |
| Vitamin D 0mcg | 0% |
| Calcium 79mg | 6% |
| Iron 1mg | 8% |
| Potassium 62mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Water, White Whole Wheat Flour, Wheat Flour Enriched [(Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour, Ascorbic Acid added as a dough conditioner], High Fructose Corn Syrup, Yeast, Contains 2% or less of each of the following: Soybean Oil, Salt, Calcium Propionate (A Preservative), Mono-Glyceride, DATEM, Enzymes, Ascorbic Acid added as a dough conditioner, ADA. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

**Formulation Statement for Documenting Grains in School Meals**
**Required Beginning SY 2013-2014**
*(Crediting Standards Based on Revised Exhibit A weights per oz equivalent)*

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: White Whole Wheat 6" Hot Dog 12pk Code No.: 02116

Manufacturer: Galasso's Bakery Serving Size: 58g (2.04oz)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes X No____ **How many grams:** 0.3g
(*Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** (*Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Product per Food Buying Guide | Portion Size of Product as Purchased A | Weight of one ounce equivalent as listed in SP 30-2012 B | Creditable Amount A ÷ B |
|---|---|---|---|
| Buns | 58g | 28 | 2.0714285 |
| | | | |
| **Total Creditable Amount**[1] | | | 2.00 |

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 58g (2.04oz)
Total contribution of product (per portion) 2.04 oz equivalent

I further certify that the above information is true and correct and that a 2.04 ounce portion of this product (ready for serving) provides 2.00 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature: Albert Armenta
Title: Director of Sales and Distribution
Printed Name: Albert Armenta
Date: 04 / 12 / 2018
Phone Number: 951-360-1211

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, California 91752 Phone (951) 360-1211 FX (951) 360-0427

White Whole Wheat Steak Roll, 12 pk # 2122 V8

01/09/2018

GALASSO'S BAKERY

## Nutrition Facts

12 servings per container

**Serving size** **1 Roll (64g)**

**Amount per serving**

**Calories** **150**

| | % Daily Value* |
|---|---|
| **Total Fat** 1.5g | 2% |
| Saturated Fat 0g | 2% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 280mg | 12% |
| **Total Carbohydrate** 29g | 10% |
| Dietary Fiber 3g | 9% |
| Total Sugars 3g | |
| Includes 3g Added Sugars | 6% |
| **Protein** 5g | |
| Vitamin D 0mcg | 0% |
| Calcium 88mg | 6% |
| Iron 1mg | 8% |
| Potassium 69mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Water, White Whole Wheat Flour, Wheat Flour Enriched [(Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour, Ascorbic Acid added as a dough conditioner], High Fructose Corn Syrup, Yeast, Contains 2% or less of each of the following: Soybean Oil, Salt, Calcium Propionate (A Preservative), Mono-Glyceride, DATEM, Enzymes, Ascorbic Acid added as a dough conditioner, ADA. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

# Formulation Statement for Documenting Grains in School Meals
## Required Beginning SY 2013-2014
### *(Crediting Standards Based on Grams of Creditable Grains)*

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: White Whole Wheat Steak Roll 12pk Code No.: 02122

Manufacturer: Galasso's Bakery Serving Size 64g (2.25oz)
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes X No____ **How many grams:** 0.6g
(*Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| White Whole Wheat Flour | 18.5g | 16g | 1.15625 |
| Enriched Flour | 16.4g | 16g | 1.025 |
| | | | |
| | | | 2.18125 |
| **Total Creditable Amount[3]** | | | 2.00 |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.
[1] (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.
[2] Standard grams of creditable grains from the corresponding Group in Exhibit A.
[3] Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 64g (2.25oz)
Total contribution of product (per portion) 2.00 oz equivalent

I certify that the above information is true and correct and that a 2.25 ounce portion of this product (ready for serving) provides 2.00 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Albert Armenta — Director of Sales and Distribution
Signature — Title

Albert Armenta — 04 / 12 / 2018 — 951-360-1211
Printed Name — Date — Phone Number

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA. 91752, Phone (951) 360-1211, Fax (951) 360-0427

White Whole Wheat 4" Bun, 12 pk # 2139

01/09/2018

GALASSO'S BAKERY

## Nutrition Facts

12 servings per container

**Serving size** **1 Bun (64g)**

**Amount per serving**

**Calories** **150**

| | % Daily Value* |
|---|---|
| **Total Fat** 1.5g | 2% |
| Saturated Fat 0g | 2% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 280mg | 12% |
| **Total Carbohydrate** 29g | 10% |
| Dietary Fiber 3g | 9% |
| Total Sugars 3g | |
| Includes 3g Added Sugars | 6% |
| **Protein** 5g | |
| Vitamin D 0mcg | 0% |
| Calcium 88mg | 6% |
| Iron 1mg | 8% |
| Potassium 69mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Water, White Whole Wheat Flour, Wheat Flour Enriched [(Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour, Ascorbic Acid added as a dough conditioner], High Fructose Corn Syrup, Yeast, Contains 2% or less of each of the following: Soybean Oil, Salt, Calcium Propionate (A Preservative), Mono-Glyceride, DATEM, Enzymes, Ascorbic Acid added as a dough conditioner, ADA. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

**Formulation Statement for Documenting Grains in School Meals**
**Required Beginning SY 2013-2014**
***(Crediting Standards Based on Grams of Creditable Grains)***

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: White Whole Wheat 4" Bun 12pk Code No.: 02139

Manufacturer: Galasso's Bakery Serving Size 64g (2.25oz)
(raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes X No____ **How many grams:** 0.6g
(*Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| White Whole Wheat Flour | 18.1g | 16g | 1.13125 |
| Enriched Flour | 16.1g | 16g | 1.00625 |
| | | | |
| | | | 2.1375 |
| **Total Creditable Amount[3]** | | | 2.00 |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.
[1] (Serving size) **X** (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.
[2] Standard grams of creditable grains from the corresponding Group in Exhibit A.
[3]Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased 64g (2.25oz)
Total contribution of product (per portion) 2.00 oz equivalent

I certify that the above information is true and correct and that a 2.25 ounce portion of this product (ready for serving) provides 2.00oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Albert Armenta — Director of Sales and Distribution
Signature — Title

Albert Armenta — 04 / 12 / 2018 — 951-360-1211
Printed Name — Date — Phone Number

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA. 91752, Phone (951) 360-1211, Fax (951) 360-0427

White Whole Wheat Dinner Roll 2.05oz. 12pk #2156 V2

GALASSO'S BAKERY

07/19/2017

## Nutrition Facts

12 servings per container

**Serving size** **1 Roll (58g)**

**Amount per serving**

**Calories** **140**

| | % Daily Value* |
|---|---|
| **Total Fat** 2g | 3% |
| Saturated Fat 0g | 0% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 260mg | 11% |
| **Total Carbohydrate** 27g | 10% |
| Dietary Fiber 2g | 7% |
| Total Sugars 3g | |
| Includes 3g Added Sugars | 6% |
| **Protein** 5g | |
| Vitamin D 0mcg | 0% |
| Calcium 83mg | 6% |
| Iron 1mg | 6% |
| Potassium 65mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Water, White Whole Wheat Flour, Wheat Flour Enriched [(Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour, Ascorbic Acid], High Fructose Corn Syrup, Yeast, Contains 2% or less of each of the following: Soybean Oil, Salt, Calcium Propionate (A Preservative), Mono-Glyceride, DATEM, Enzymes, Ascorbic Acid, ADA. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

**Formulation Statement for Documenting Grains in School Meals**
**Required Beginning SY 2013-2014**
*(Crediting Standards Based on Revised Exhibit A weights per oz equivalent)*

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: White Whole Wheat Dinner Roll 2oz 12pk Code No.: 02156

Manufacturer: Galasso's Bakery Serving Size: 58g (2.04oz)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes X No____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes X No____ **How many grams:** 0.3g
(*Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** (*Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Product per Food Buying Guide | Portion Size of Product as Purchased A | Weight of one ounce equivalent as listed in SP 30-2012 B | Creditable Amount A ÷ B |
|---|---|---|---|
| Rolls | 58g | 28 | 2.0714285 |
| | | | |
| **Total Creditable Amount**[1] | | | 2.00 |

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 58g (2.04oz)
Total contribution of product (per portion) 2.00 oz equivalent

I further certify that the above information is true and correct and that a 2.04 ounce portion of this product (ready for serving) provides 2.00 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature: Albert Armenta
Title: Director of Sales and Distribution
Printed Name: Albert Armenta
Date: 04 / 12 / 2018
Phone Number: 951-360-1211

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, California 91752 Phone (951) 360-1211 FX (951) 360-0427

Indian Grain Pillow 24oz., 1/2" Slice # 6229 V14

01/31/2018

GALASSO'S BAKERY

## Nutrition Facts

About 18 servings per container

**Serving size** **1 Slice (38g)**

**Amount per serving**

**Calories** **100**

| | % Daily Value* |
|---|---|
| **Total Fat** 1g | 1% |
| Saturated Fat 0g | 2% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 160mg | 7% |
| **Total Carbohydrate** 19g | 7% |
| Dietary Fiber 1g | 4% |
| Total Sugars 4g | |
| Includes 4g Added Sugars | 8% |
| **Protein** 3g | |
| Vitamin D 0mcg | 0% |
| Calcium 72mg | 6% |
| Iron 1mg | 6% |
| Potassium 28mg | 0% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENTS: Wheat Flour Enriched [(Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Malted Barley Flour, Ascorbic Acid added as a dough conditioner], Water, Whole Wheat Flour, Yeast, High Fructose Corn Syrup, Brown Sugar, Contains 2% or less of each of the following: Caramel Color, Wheat Bran, Vital Wheat Gluten, Salt, Soybean Oil, Molasses [Corn Starch, Silicon Dioxide (anti-caking agent) and Sunflower Lecithin (processing aid)], Calcium Propionate (A Preservative), Mono-Glyceride, DATEM, Enzymes, ADA, Ascorbic Acid added as a dough conditioner. CONTAINS WHEAT

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, CA 91752 Phone (951) 360-1211 Fax (951) 360-0427

GALASSO'S BAKERY

**Formulation Statement for Documenting Grains in School Meals**
**Required Beginning SY 2013-2014**
*(Crediting Standards Based on Revised Exhibit A weights per oz equivalent)*

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: Indian Grain Pillow 24oz., 1/2" Slice Code No.: 06229

Manufacturer: Galasso's Bakery Serving Size: 38g (1.34oz)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes____ No X
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes X No____ **How many grams:** 0.6
(*Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** (*Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Product per Food Buying Guide | Portion Size of Product as Purchased A | Weight of one ounce equivalent as listed in SP 30-2012 B | Creditable Amount A ÷ B |
|---|---|---|---|
| Sliced Bread | 38g | 28 | 1.3571428 |
| | | | |
| **Total Creditable Amount**[1] | | | 1.25 |

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 38g (1.34oz)
Total contribution of product (per portion) 1.25 oz equivalent

I further certify that the above information is true and correct and that a 1.34 ounce portion of this product (ready for serving) provides 1.25 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature: Albert Armenta
Title: Director of Sales and Distribution
Printed Name: Albert Armenta
Date: 01 / 31 / 2018
Phone Number: 951-360-1211

Galasso's Bakery, 10820 San Sevaine Way, Mira Loma, California 91752 Phone (951) 360-1211 FX (951) 360-0427

FOR QUALITY AND SERVICE BE SURE TO GET
**ROMERO'S FOOD PRODUCTS, INC.**
15155 Valley View Avenue • Santa Fe Springs, CA 90670
(562) 802-1858 • FAX (562) 921-7240 • www.romerosfood.com
CORN & FLOUR TORTILLAS, TACO & TOSTADA SHELLS, MEXICAN SWEET BREAD, TORTILLA CHIPS

| | |
|---|---|
| **CODE** | 160120 |
| **PRODUCT NAME** | ROMEROS CORN TORTILLAS |
| **DESCRIPTION** | 6"-12oz/doz WHITE WHOLE GRAIN CORN TORTILLAS |
| **PACK** | 12/2 DOZ. PKGS.-24 DOZ./CASE |

General Manager

Galasso's Item# 07075

## *SPECIFICATIONS*

**INGREDIENT LABEL**

Whole Grain Corn Masa Flour (corn masa flour, propionic acid, guar gum, cellulose gum, phosphoric acid, enzymes), Water.

Tortillas are produced free of peanuts and tree nuts.

FDA Whole Grain Health Claim:
"Diets rich in whole grain foods and other plant foods and low in total fat, saturated fat and cholesterol, may reduce the risk of heart disease and some cancers."

| NUTRITION FACTS | 1 Tortilla | % D. V. * |
|---|---|---|
| Calories | 64 | |
| Calories From Fat | 6 | |
| Total Fat, gm | 1 | 1% |
| Saturated Fat, gm | 0 | 0% |
| Trans Fat, gm | 0 | |
| Cholesterol, mg | 0 | 0% |
| Sodium, mg | 19 | 1% |
| Total Carbohydrate, gm | 13 | 4% |
| Dietary Fiber, gm | 1 | 5% |
| Sugars, gm | 0 | |
| Protein, gm | 1 | |
| Vitamin A | | 0% |
| Vitamin C | | 0% |
| Calcium | | 2% |
| Iron | | 2% |

* Daily Values Based On 2,000 Calories/Day

**PHYSICAL**

| | |
|---|---|
| Weight/Doz. | 12oz (+/- .25oz) |
| Diameter | 6" (+/- .25") |
| Flavor | Fresh Baked Corn |
| Color | Off White-Light Toast Marks |

**Meets USDA Standard For "Whole Grain Rich"**

1 Tortilla = 1.00oz Creditable Equivalent Grains.
Total Weight Per 1 Tortilla = 28.35 Grams.
1 Tortilla Contains 16.2 Grams (57%) Of Corn Masa Flour Of Which 100% Is Whole Grain.

**CHEMICAL**

| | |
|---|---|
| Tortilla pH | 4.40-4.80 |
| Tortilla Moisture | 42%-48% |

**MICROBIOLOGICAL**

| | |
|---|---|
| Total Plate | <50000/g |
| Total Coliform | <100/g |
| E. Coli | negative |
| Staph | <25/100g |
| Salmonella | negative |
| Yeast & Mold | <50g |
| Listeria | negative |

**SHELF LIFE**

| | |
|---|---|
| Room Temperature | 30 Days |
| Refrigerated | 60 Days |

**PACKAGING-BAG**

| | |
|---|---|
| Poly Bag Gauge | .0015"-Plain |
| Poly Bag Dimensions | 8.5"x10"x2"bg |
| Type Of Seal | Plastic Tie |
| Package Count | 24 |
| Package Weight | 24oz (+/- .50oz) |
| Package/Case | 12 |

**PACKAGING-CASE**

| | |
|---|---|
| Case Dimensions | 18.75"x12.5"x3.5" |
| Case Cube | 0.47 |
| Case Gross Lb. Wt. | 19.5 |
| 40"x48" Pallet Tie | 7 |
| 40"x48" Pallet Tiers | 10 |
| Cases/40"x48" Pallet | 70 |

FOR QUALITY AND SERVICE BE SURE TO GET

**ROMERO'S FOOD PRODUCTS, INC.**

15155 Valley View Avenue • Santa Fe Springs, CA 90670

(562) 802-1858 • FAX (562) 921-7240

Galasso's Item# 07075

**PRODUCT CODE: 160120**

**ITEM DESCRIPTION: 6" WHOLE GRAIN CORN TORTILLAS**

**MANUFACTURER: ROMERO'S FOOD PRODUCTS** **SERVING SIZE: 1.00 OZ**

**I. Creditable Grain**

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g or 28g)*[2] B | Creditable Amount A ÷ B |
|---|---|---|---|
| WHOLE KERNEL | 16.2 | 16 | 1.01 |
| CORN FLOUR | 57% | | |
| | | | |
| | | | |
| **Total Creditable Amount[3]** | | | 1.00 |

Total weight (per portion) of product as purchased 1.00 OZ

Total creditable amount of Grain (per portion) 1.00 OZ
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 1.00 ounce portion of this product (ready for serving) provides 1.00 OZ equivalent Grains.

Signature Robert Romero

Title: GENERAL MGR.

Printed Name: ROBERT ROMERO

Date: 1/1/2017 Phone Number (562) 802-1858

FOR QUALITY AND SERVICE BE SURE TO GET
**ROMERO'S FOOD PRODUCTS, INC.**
15155 Valley View Avenue • Santa Fe Springs, CA 90670
(562) 802-1858 • FAX (562) 921-7240 • www.romerosfood.com
CORN & FLOUR TORTILLAS, TACO & TOSTADA SHELLS, MEXICAN SWEET BREAD, TORTILLA CHIPS

| | |
|---|---|
| **CODE** | 208182UG |
| **PRODUCT NAME** | ROMERO'S FLOUR TORTILLAS |
| **DESCRIPTION** | 8"-18oz/doz ULTRA GRAIN WHOLE WHEAT FLOUR TORTILLAS-PRESSED |
| **PACK** | 12/2 DOZ. PKGS.-24 DOZ./CASE |

General Manager

Galasso's Item# 07078

## *SPECIFICATIONS*

**INGREDIENT LABEL**

WHOLE GRAIN WHEAT FLOUR (Ultra Grain), ENRICHED WHEAT FLOUR (wheat flour, malted barley, ferrous sulfate, niacin, thiamine mononitrate, riboflavin, folic acid), WATER, VEGETABLE OIL (may contain soybean, cottonseed or palm oils), MARGARINE, LEAVENING (corn starch, sodium bicarbonate, sodium acid pyrophosphate, rice flour, monocalcium phosphate), SALT, CALCIUM PROPIONATE, POTASSIUM SORBATE, GUAR GUM, FUMARIC ACID, L-CYSTEINE.
**Contains: Wheat, Soy**

Tortillas are produced free of peanuts and tree nuts.

| NUTRITION FACTS | 1 Tortilla | % D. V. * |
|---|---|---|
| Calories | 116 | |
| Calories From Fat | 26 | |
| Total Fat, gm | 3 | 5% |
| Saturated Fat, gm | 1 | 3% |
| Trans Fat, gm | 0 | |
| Cholesterol, mg | 0 | 0% |
| Sodium, mg | 108 | 4% |
| Total Carbohydrate, gm | 20 | 7% |
| Dietary Fiber, gm | 2 | 8% |
| Sugars, gm | 0 | |
| Protein, gm | 3 | |
| Vitamin A | | 0% |
| Vitamin C | | 0% |
| Calcium | | 6% |
| Iron | | 6% |

* Daily Values Based On 2,000 Calories/Day

**PHYSICAL**

| | |
|---|---|
| Weight/Doz. | 18oz (+/- .25oz) |
| Diameter | 8" (+/- .5") |
| Flavor | Fresh Baked Flour |
| Color | Tan-Light Toast Marks |

**Meets USDA Standard For "Whole Grain Rich"**
1 Tortilla = 1.50oz Creditable Equivalent Grains.
Total Weight Per 1 Tortilla = 42.53 Grams.
1 Tortilla Contains 24.2 Grams (57%) Whole Grain/Enriched Wheat Flour Blend Of Which At Least 51% Is Whole Grain.

**CHEMICAL**

| | |
|---|---|
| Tortilla pH | 5.00-5.60 |
| Tortilla Moisture | 29%-33% |

**MICROBIOLOGICAL**

| | |
|---|---|
| Total Plate | <50000/g |
| Total Coliform | <100/g |
| E. Coli | negative |
| Staph | <25/100g |
| Salmonella | negative |
| Yeast & Mold | <50g |
| Listeria | negative |

**SHELF LIFE**

| | |
|---|---|
| Room Temperature | 30 Days |
| Refrigerated | 60 Days |

**PACKAGING-BAG**

| | |
|---|---|
| Poly Bag Gauge | .0015"-Plain |
| Poly Bag Dimensions | 10"x12" |
| Type Of Seal | Heat Seal |
| Package Count | 24 |
| Package Weight | 36oz (+/- .50oz) |
| Package/Case | 12 |

**PACKAGING-CASE**

| | |
|---|---|
| Case Dimensions | 25.5"x8.5"x8.5" |
| Case Cube | 1.07 |
| Case Gross Lb. Wt. | 28.5 |
| 40"x48" Pallet Tie | 6 |
| 40"x48" Pallet Tiers | 7 |
| Cases/40"x48" Pallet | 42 |

FOR QUALITY AND SERVICE BE SURE TO GET

**ROMERO'S FOOD PRODUCTS, INC.**

15155 Valley View Avenue • Santa Fe Springs, CA 90670

(562) 802-1858 • FAX (562) 921-7240

Galasso's Item# 07078

**PRODUCT CODE: 208182UG**

**ITEM DESCRIPTION: 8" WHOLE GRAIN WHEAT TORTILLAS (ULTRA GRAIN)**

**MANUFACTURER: ROMERO'S FOOD PRODUCTS** **SERVING SIZE: 1.50 OZ**

**I. Creditable Grain**

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g* | Creditable Amount A ÷ B |
|---|---|---|---|
| WHOLE WHEAT | 24.2 | 16 | 1.51 |
| FLOUR | 57% | | |
| | | | |
| | | | |
| **Total Creditable Amount[3]** | | | 1.50 |

Total weight (per portion) of product as purchased 1.50 OZ

Total creditable amount of Grain (per portion) 1.50 OZ
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 1.50 ounce portion of this product (ready for serving) provides 1.50 OZ equivalent Grains.

Signature Robert Romero

Title: GENERAL MGR.

Printed Name: ROBERT ROMERO

Date: 1/1/2017 Phone Number (562) 802-1858

FOR QUALITY AND SERVICE BE SURE TO GET
**ROMERO'S FOOD PRODUCTS, INC.**
15155 Valley View Avenue • Santa Fe Springs, CA 90670
(562) 802-1858 • FAX (562) 921-7240 • www.romerosfood.com
CORN & FLOUR TORTILLAS, TACO & TOSTADA SHELLS, MEXICAN SWEET BREAD, TORTILLA CHIPS

| | |
|---|---|
| **CODE** | 210282UG |
| **PRODUCT NAME** | ROMERO'S FLOUR TORTILLAS |
| **DESCRIPTION** | 10"-28oz/doz ULTRA GRAIN WHOLE WHEAT FLOUR TORTILLAS-PRESSED |
| **PACK** | 6/2 DOZ. PKGS.-12 DOZ./CASE |

General Manager

Galasso's Item# 07079

## *SPECIFICATIONS*

**INGREDIENT LABEL**

WHOLE GRAIN WHEAT FLOUR (Ultra Grain), ENRICHED WHEAT FLOUR (wheat flour, malted barley, ferrous sulfate, niacin, thiamine mononitrate, riboflavin, folic acid), WATER, VEGETABLE OIL (may contain soybean, cottonseed or palm oils), MARGARINE, LEAVENING (corn starch, sodium bicarbonate, sodium acid pyrophosphate, rice flour, monocalcium phosphate), SALT, CALCIUM PROPIONATE, POTASSIUM SORBATE, GUAR GUM, FUMARIC ACID, L-CYSTEINE.
**Contains: Wheat, Soy**

Tortillas are produced free of peanuts and tree nuts.

| NUTRITION FACTS | 1 Tortilla | % D. V. * |
|---|---|---|
| Calories | 181 | |
| Calories From Fat | 41 | |
| Total Fat, gm | 5 | 7% |
| Saturated Fat, gm | 1 | 4% |
| Trans Fat, gm | 0 | |
| Cholesterol, mg | 0 | 0% |
| Sodium, mg | 168 | 7% |
| Total Carbohydrate, gm | 31 | 10% |
| Dietary Fiber, gm | 3 | 12% |
| Sugars, gm | 0 | |
| Protein, gm | 5 | |
| Vitamin A | | 0% |
| Vitamin C | | 0% |
| Calcium | | 10% |
| Iron | | 10% |

* Daily Values Based On 2,000 Calories/Day

**PHYSICAL**

| | |
|---|---|
| Weight/Doz. | 28oz (+/- .25oz) |
| Diameter | 10" (+/- .5") |
| Flavor | Fresh Baked Flour |
| Color | Tan-Light Toast Marks |

**Meets USDA Standard For "Whole Grain Rich"**
1 Tortilla = 2.25oz Creditable Equivalent Grains.
Total Weight Per 1 Tortilla = 66.15 Grams.
1 Tortilla Contains 37.7 Grams (57%) Whole Grain/Enriched Wheat Flour Blend Of Which At Least 51% Is Whole Grain.

**CHEMICAL**

| | |
|---|---|
| Tortilla pH | 5.00-5.60 |
| Tortilla Moisture | 29%-33% |

**MICROBIOLOGICAL**

| | |
|---|---|
| Total Plate | <50000/g |
| Total Coliform | <100/g |
| E. Coli | negative |
| Staph | <25/100g |
| Salmonella | negative |
| Yeast & Mold | <50g |
| Listeria | negative |

**SHELF LIFE**

| | |
|---|---|
| Room Temperature | 30 Days |
| Refrigerated | 60 Days |

**PACKAGING-BAG**

| | |
|---|---|
| Poly Bag Gauge | .0015"-Plain |
| Poly Bag Dimensions | 13"x14.5" |
| Type Of Seal | Heat Seal |
| Package Count | 24 |
| Package Weight | 56oz (+/- .50oz) |
| Package/Case | 6 |

**PACKAGING-CASE**

| | |
|---|---|
| Case Dimensions | 21.5"x10.75"x4.5" |
| Case Cube | 0.60 |
| Case Gross Lb. Wt. | 22.5 |
| 40"x48" Pallet Tie | 6 |
| 40"x48" Pallet Tiers | 10 |
| Cases/40"x48" Pallet | 60 |

FOR QUALITY AND SERVICE BE SURE TO GET

**ROMERO'S FOOD PRODUCTS, INC.**

15155 Valley View Avenue • Santa Fe Springs, CA 90670

(562) 802-1858 • FAX (562) 921-7240

Galasso's Item# 07079

**PRODUCT CODE: 210282UG**

**ITEM DESCRIPTION: 10" WHOLE GRAIN WHEAT TORTILLAS (ULTRA GRAIN)**

**MANUFACTURER: ROMERO'S FOOD PRODUCTS** **SERVING SIZE: 2.33 OZ**

**I. Creditable Grain**

| Description of Creditable Grain Ingredient* | Grams of Creditable Grain Ingredient per Portion[1] A | Gram Standard of Creditable Grain per oz equivalent *(16g* | Creditable Amount A ÷ B |
|---|---|---|---|
| WHOLE WHEAT | 37.7 | 16 | 2.36 |
| FLOUR | 57% | | |
| | | | |
| | | | |
| **Total Creditable Amount[3]** | | | 2.25 |

Total weight (per portion) of product as purchased 2.33 OZ

Total creditable amount of Grain (per portion) 2.25 OZ
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a 2.33 ounce portion of this product (ready for serving) provides 2.25 OZ equivalent Grains.

Signature Robert Romero

Title: GENERAL MGR.

Printed Name: ROBERT ROMERO

Date: 1/1/2017 Phone Number (562) 802-1858

6 pk. Margarine Croissant

Item #07209

04/11/2018

# Nutrition Facts

6 servings per container

**Serving size** **1 croissant (98g)**

**Amount per serving**

**Calories** **260**

| | % Daily Value* |
|---|---|
| **Total Fat** 6g | 8% |
| Saturated Fat 3g | 15% |
| *Trans* Fat 0g | |
| **Cholesterol** 0mg | 0% |
| **Sodium** 450mg | 20% |
| **Total Carbohydrate** 45g | 16% |
| Dietary Fiber 0g | 0% |
| Total Sugars 7g | |
| Includes 0g Added Sugars | 0% |
| **Protein** 7g | |
| Vitamin D 0mcg | 0% |
| Calcium 10mg | 0% |
| Iron 2mg | 10% |
| Potassium 59mg | 2% |

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: wheat flour, water, swedish gold pastry margarine, sugar granulated, soy milk, and 2% or lees salt, yeast, improve 200 and calcium propionate (as preservative)

Global Bakeries Inc., 13336 Paxton St, Los Angeles, CA 91331 (747) 245-5901

**Formulation Statement for Documenting Grains in School Meals**
**Required Beginning SY 2013-2014**
***( Crediting Standards Based on Revised Exhibit A weights per oz equivalent )***

School Food Authorities (SFAs) should include a copy of the label from the purchased product carton in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: Margarine Croissant 6pk Code No.: 07209

Manufacturer: Global Bakeries Serving Size: 98g (3.45oz)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes____ No X
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes____ No X **How many grams:** ____
(*Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals).** (*Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate which Exhibit A Group (A-I) the Product Belongs:** B

| Description of Product per Food Buying Guide | Portion Size of Product as Purchased A | Weight of one ounce equivalent as listed in SP 30-2012 B | Creditable Amount A ÷ B |
|---|---|---|---|
| Croissants | 98g | 28 | 3.50 |
| | | | |
| **Total Creditable Amount[1]** | | | 3.25 |

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased 98g (3.45oz)
Total contribution of product (per portion) 3.25 oz equivalent

I further certify that the above information is true and correct and that a 3.45 ounce portion of this product (ready for serving) provides 3.25 oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature: Albert Armenta
Title: Director of Sales and Distribution
Printed Name: Albert Armenta
Date: 05 / 02 / 2018
Phone Number: 951-360-1211

## Disaster Contingency Plan

Contingency Plan in the Event of a Disaster or Major Catastrophe

On condition the disaster created a loss of communications or Galasso's Bakery was not accessible, orders can be extracted from our offsite location by our IT Department.

If there is an issue with order extractions, we also keep hard copy history orders which can assist us to forecast if necessary

In case we are unable to produce product at Galasso's Bakery due to a major earthquake, major fire, water shutoff etc. we will utilize other bakeries who we have a collaborative relationship.

We have a backup generator to continue production in the event of a power outage.

Galasso's works with several transportation companies to avoid distribution issues.

Galasso's Bakery has a backup supply for all bulk systems.

# 7.0 HACCP PLAN: Food Safety Program

| | |
|---|---|
| **Plant Location:** | **Mira Loma** |
| **Document Number:** | **PRG 7.0** |
| **Version Number:** | **Version 8** |
| **Date of Issue:** | **11/24/16** |
| **Next Revision Due By:** | **11/24/2019** |
| **Superseded Version Number & Date:** | **Version 7, 06/28/16** |
| **Approved by:** | **Celina Zarate** |

**Revision History**

| Old Version Number | New Version Number | Issue Date | Changes Made | Changed By | Approved By |
|---|---|---|---|---|---|
| 1 | 2 | 12/03/13 | Converting to QMS Programs Format | QA Department | Celina Zarate |
| 2 | 3 | 11/27/14 | Added notation under the HACCP Plan Review section | Alvin Jocson | Celina Zarate |
| 3 | 4 | 5/14/15 | Updated corrective action plan procedure | Danny Le | Celina Zarate |
| 4 | 5 | 7/12/2015 | Updated Management Review and Approval list members | Martha Martinez | Celina Zarate |
| 5 | 6 | 12/28/15 | Updated program to conform to BRC standards | Corey Jennings | Celina Zarate |
| 6 | 7 | 6/28/16 | Updated program to conform to new audit standards | Larissa Wasson | Celina Zarate |
| 7 | 8 | 11/24/16 | Updated program to conform to new audit standards | Anahi Luna | Celina Zarate |
| | | | | | |

## PROGRAM DESCRIPTION

Galasso Bakery is committed to providing an exceptional product of the highest quality and safety. A well-planned HACCP system is the building block for a successful food safety and quality management system. The company's Food Safety System has been created on a HACCP-based program which is systematic, comprehensive, thorough, fully implemented and maintained. Codex Alimentarius and National Advisory Committee on Microbiological Criteria for Foods (NACMCF) HACCP principles have been used and reference is made to relevant legislation, codes of practice or guidelines.

## PURPOSE OF PROGRAM

The purpose of this program is to ensure that Galasso's Bakery is fully committed to implement and maintain an effective food safety plan based on Global Food Safety standards.

### The HACCP Food Safety Team

In order to ensure a comprehensive HACCP, food safety plan is established and maintained, it is managed by a designated multidisciplinary team with relevant skills and experience. The members in the HACCP team which have been determined to be appropriate to the size and structure of the company, as the team includes representatives of each department with responsibility for operation of the food safety and quality systems.

The team will always be more than one person and has appropriate knowledge of the types of operations that are carried out within the company and the hazards that these operations may present to the product. The team members training and position within the company is outlined in *DOC 7.6 HACCP Plan HACCP Team*.

It is the team members' responsibility to establish and review the documentation associated with the food safety plan and also to champion these principles on a day-to-day basis within the production environment.

The HACCP food safety team leader is an internal staff member that is qualified in HACCP principles and competent, as demonstrated through the quality of the plan. Documented evidence of their qualifications is on file and includes successful completion of an industry recognized HACCP training course.

Training records on file demonstrate that adequate training has been given to the HACCP food safety team members. This has been achieved through an external course or internal training.

Senior management commitment and support of the HACCP food safety team is demonstrated by the presence of senior management within the HACCP food safety team (senior management is part of the team), policy statements referring to HACCP, and evidence within the management review meetings that HACCP issues are discussed and reviewed. The results of the HACCP plan are integrated into the Food Safety and Quality Management System. HACCP discussion is in the management review meetings.

## PRODUCT DESCRIPTION

All products and processes in the Galasso's Bakery, Mira Loma facility are covered by appropriate HACCP Plans. This has been achieved by creating a HACCP Plan covering a group of products with similar process characteristics, where it can be demonstrated that product variations, have been assessed.

A full description of the product is outlined in the HACCP plan to ensure that all aspects that may affect food safety have been considered. The following factors are among those that were considered:

- Composition (e.g. raw materials, ingredients, recipe)
- Origin of ingredients (e.g. country)
- Physical and/or chemical properties that impact food safety (e.g. pH, $a_w$)
- Treatment and processing (e.g. heating, freezing, salting)
- Packaging System (e.g. modified atmosphere, vacuum)
- Storage and distribution conditions (e.g. chilled, ambient)
- Target shelf life under prescribed storage and usage conditions
- Instructions for use (e.g. storage, preparation)
- Consideration of potential misuse (e.g. storage, preparation)

The descriptions and intended use of the products covered in the HACCP plan are outlined and documented in *POL 7.8 Product Description and Intended Use.*

### Scope of HACCP Plan

We have 1 HACCP Plan however we have a flow chart for each line. We only have 1 HACCP Plan because all the lines run the same process. Line 1 runs pan bread, line 2 runs hard rolls, line 3 runs French rolls, line 5 & 6 run hamburger, hot dog buns, soft rolls and bread sticks. The flow charts of the HACCP plan show the mixing, baking, and slicing of bread products (bread, hard rolls, French rolls, and buns) packed in polyethylene bags.

### Prerequisite Programs

The prerequisites are the basic environmental and production conditions necessary for the manufacture of safe food and control of generic hazards. Our prerequisite programs are reviewed annually. Our prerequisite programs are as follows:

| |
|---|
| FOOD SAFETY & QUALITY MANAGEMENT PROGRAM |
| INTERNAL AUDIT PROGRAM |
| CLEANING, SANITATION & WASTE DISPOSAL PROGRAM |
| SUPPLIER APPROVAL & PERFORMANCE MONITORING PROGRAM |
| QUALITY ASSURANCE PROGRAM (FOOD QUALITY PLAN) |
| FOOD DEFENSE PROGRAM |
| HACCP PLAN (FOOD SAFETY PROGRAM) |
| GMP & PERSONNEL PRACTICES PROGRAM |
| CUSTOMER SATISFACTION & COMPLAINT PROGRAM |
| RECALL & TRACEABILITY PROGRAM |
| NON CONFORMANCE PROGRAM |
| PROCESS CONTROL PROGRAM |
| OPERATIONAL PRACTICES PROGRAM |
| CHEMICAL CONTROL PROGRAM |
| PLANT FACILITY & MAINTENANCE PROGRAM |
| MICROBIOLOGICAL TESTING PROGRAM |
| INTEGRATED PEST MANAGEMENT PROGRAM |
| RECEIVING, STORAGE & TRANSPORT PROGRAM |
| ALLERGEN & IDENTITY PRESERVED MATERIALS PROGRAM |
| PRODUCT DESIGN & DEVELOPMENT PROGRAM |
| SPECIFICATION PROGRAM |
| CRISIS MANAGEMENT PROGRAM |

## Identification of Intended Use

The HACCP food safety team considered and documented the intended use of the products by the customer and the ultimate consumer to ensure that risks have been assessed. Areas that were considered are:

- Target population
- Handling and preparation – e.g. will it be consumed without further cooking
- Storage – e.g. frozen

The intended use of the products covered in the HACCP plan is outlined and documented in *POL 7.8 Product Description and Intended Use.*

## CONSTRUCTION & VERIFICATION OF THE PROCESS FLOW DIAGRAM

An accurate flow diagram indicating all process steps, including all inputs and outputs, was constructed by the HACCP food safety team. This has been achieved through one diagram for each production line in the HACCP Plan. The process flow diagram clearly identifies the interaction between process steps. The following points were considered and included when developing the flow diagram:

- A plan of the premises and equipment layout to facilitate consideration of cross-contamination risks (e.g. allergen control).
- Raw materials, including introduction of utilities and other contact materials (e.g. water, packaging)
- Sequence and interaction of all process steps (e.g. method of transportation between each step)
- Outsourced processes and subcontracted work
- Process parameters
- Potential for process delay to develop how products will be handled
- Rework and recycling. We do not do rework, only like to like doughs.
- Low-/high-risk and clean/dirty area segregation. N/A
- Finished products, intermediate/semi-processed products, by-products and waste. We do not have intermediate/semi-processed products or by-products.

Process Flow diagrams for each product line are documented in *DOC 7.9 HACCP Plan Flow Chart* of the appropriate HACCP Plan.

The flow diagrams have been verified as accurate. The verification is conducted whenever there is a review of the plan and is dated. An on-site member of the HACCP food safety team, checks

that the flow diagram is accurate by a physical walk-through of the process within the production area, and signs and dates the process flow chart.

## LIST OF POTENTIAL HAZARDS & HAZARD ANALYSIS & CONTROL MEASURES

A list of all potential hazards associated with each process step was compiled by key members of the HACCP Team with input from senior management. For each hazard, risk analysis was conducted with consideration given to any control measures in place to control the identified hazards. The hazards considered included biological, chemical and physical hazards. Those hazards which have the potential to contaminate the product and have been considered as a risk and include but are not limited to:

- Specific micro-organisms, e.g. E. coli, salmonella
- Chemicals, e.g. pesticides
- Cleaning chemicals
- Machinery lubricants
- Types of foreign bodies, e.g. glass, metal, plastic
- Allergens, e.g. peanuts

The process hazard analysis contains a description of each hazard and its sources – one hazard may have several potential sources. This is important to ensure that effective controls for that source of hazard are established.

Identified hazards, if present have been evaluated against the following criteria, considering the consequences of the identified hazard:

- Likely occurrence of hazard
- Severity of the effects on consumer safety
- Vulnerability of those exposed
- Survival and growth of micro-organisms
- Presence or production of toxins, chemicals or foreign bodies
- Contamination of raw materials, intermediate/semi-processed product, or finished product

The team has chosen to use a scoring method for consideration of these elements, which is designed to help in establishing Critical Control Points (see below). Documentation of the scores given for each hazard are contained within HACCP food safety plan in *DOC 7.11 HACCP Plan Process Risk Analysis*, in order to demonstrate decisions made by the team. For each hazard identified the team determined the likelihood that the hazard, if not controlled, will lead to a serious consequence.

The consequence (severity) of what would happen if the hazard was not controlled was chosen from one of the following and the corresponding score entered into the process risk analysis in *DOC 7.11 HACCP Plan Process Risk Analysis*:

- Fatality – 1
- Serious Illness – 2
- Product Recall – 3
- Customer Complaint – 4

- Insignificant – 5

The frequency (likelihood) of the hazard being out of control was chosen from one of the following and the corresponding letter assignment entered into the process risk assessment in *DOC 7.11 Process Risk Analysis* of the HACCP Plan:

- Common Occurrence - A
- Known to Occur - B
- Could Occur (published) - C
- Not Expected to Occur - D
- Practically Impossible – E

The above scores were determined by the HACCP team using in-depth knowledge of plant operations, plant history of occurrences, industry history of occurrences, historical and known hazards associated with specific food groups and published literature. Specific resources and reference material reviewed and on file include:

- Microbiology of Milled Cereal Grains: Issues in Customer Specifications by William H. Sperber, Ph. D
- FDA compliance Policy Guide – Section 555.425 – Foods – Adulteration Involving Hard or Sharp Foreign Objects
- FDA Chapter 4, Analysis of microbial hazards relating to time/temperature control of foods for safety, December 31, 2001, section 5.0
- Codex Alimentarius

**Sources of Information**

- The latest scientific literature – In Management Review Workbook and literature above.
- Historical & known hazards associated with specific food products – In Ingredient Risk Analysis
- Relevant codes of practice – In Codex Alimentarius
- Recognized guidelines – In FDA updates/food safety newsletters etc.
- Food safety legislation relevant for the production and sale of products – In FDA updates/food safety newsletters etc.
- Customer Requirements – Per customer

**Designation of Product Risk Zones**

Zoning is taken into account when determining the prerequisite programs for the particular areas of the site. We determined we are a low risk area according to Figure 3 in the appendix of BRC issue 7. There shall be a map of the site which designates areas (zones) where product is at different levels of risk from contamination; that is:

- High-risk areas: N/A
- High-care areas: N/A
- Ambient high-care areas: N/A

- Low-risk areas: Shown on site map
- Enclosed product areas: Shown on site map
- Non-product areas: Shown on site map

**Site Plan**

Our site map(s) shall define:

- Access points for personnel
- Access points for raw materials and packaging
- Routes of travel for materials, equipment, people, rework and waste material
- Production process flow
- Locations of staff facilities

When possible all facilities are designed and positioned so that movement of personnel is simple and logical.

**Contractors and visitors**

Contractors and visitors (including drivers) must be made aware of all access restrictions and procedures related to them. This should occur when visitors sign in and should be specific to the areas they will be visiting. A company representative (typically department head) will be with the contactor or visitor.

Contractors that visit regularly should be trained to a similar level as employees and a record of the training retained. Contractors are made aware of things such as GMP's when they sign in. All contractors must sign in.

Visitors and contractors working in product processing or storage areas should be monitored by a nominated person. A company representative (typically department head) will be with the contactor or visitor.

All visitors must have someone on site that is responsible for overseeing their work and actions. A company representative (typically department head) will be with the contactor or visitor.

**Movement of personnel, raw materials, packaging, rework and waste**

The HACCP plan must have identified potential risks associated with all production zones and identified the controls (including the level of prerequisite programs) appropriate for the safe production of the products. We have a process risk analysis.

A combination of process flow and procedures (e.g. the prerequisite program and work instructions) will be used to minimize risk to raw materials, packaging and products. We have our process flow and process risk analysis to ensure we minimize our risk to raw materials, packaging and products.

Particular attention needs to be given to the movement of personnel, raw materials, packaging, rework and waste, to ensure that the routes taken are defined and therefore product safety will not be compromised. For example, the removal of unnecessary packaging, such as debagging or removing outer boxes, should take place in a designated area, usually prior to transfer to production areas, in order to prevent potential foreign-body risk from discarded packaging. This is taken into account when making the movement of personnel, raw materials, packaging and waste.

The procedures developed to ensure product safety must be documented, validated as effective and trained to appropriate staff. This is shown in our process risk analysis.

**High-risk areas**

Galasso's Bakery does not have any high-risk areas.

**High-care areas**

Galasso's Bakery does not have any high-care areas.

**Ambient High care**

Galasso's Bakery does not have any ambient high care areas.

**Work and storage space**

Premises must be designed to allow sufficient working space and storage capacity so that all operations are carried out properly under safe, hygienic conditions, thereby reducing the potential for cross-contamination between activities due to close proximity. For example, overfull refrigerated storage may lead to doors being left open for extended lengths of time, due to difficulties accessing required materials. This would lead to a non-conformity. We have sufficient work and storage space.

Consideration should be given to all activities, including inspection, cleaning, pest controls and maintenance as well as manufacturing operations. We do inspections on a monthly basis.

**Temporary Structures**

Temporary structures (e.g. those constructed during construction work or refurbishment) must be designed and located to avoid pest harborage, unsanitary conditions and potential contamination of products. For example, where walls have to be knocked through during installation or expansion work, the integrity of the unit must be preserved to avoid pest entry, and scaffolding used in open product areas must be of the appropriate hygienic standard. We do not try and use temporary structures, if they are absolutely necessary then we will construct it to avoid pest harborage, unsanitary conditions and potential contamination of products.

Risk assessment of temporary activities or structures should be completed prior to their introduction. We will do a risk assessment if we have a temporary activity or structure.

## Control Measures

Control measures required to reduce or eliminate the identified hazards have been established. Any hazard that cannot be eliminated has a control measure in place, designed to reduce it to an acceptable level of presence. These acceptable hazard levels have been established and justified using, industry guidelines, Codes of Practice and/or relevant legislation. Documentation for justification and reasoning behind establishing these levels is in *DOC 7.11 Process Risk Analysis* of the HACCP Plan. Specific industry guidelines, codes of practice and relevant legislation include:

- Microbiology of Milled Cereal Grains: Issues in Customer Specifications by William H. Sperber, Ph. D
- FDA compliance Policy Guide – Section 555.425 – Foods – Adulteration Involving Hard or Sharp Foreign Objects
- FDA Chapter 4, Analysis of microbial hazards relating to time/temperature control of foods for safety, December 31, 2001, section 5.0

## Determination of the Critical Control Points

We used a decision tree to identify our CCP as metal detectors. An example of the blank decision tree is in DOC 7.12.1. Our completed decision tree is in DOC 7.12.2.

Following the consequence and frequency scoring for each hazard, the team used the following matrix to conduct an assessment of the hazard significance and assigned each hazard a significance score which is documented in *DOC 7.11 Process Risk Analysis* of the HACCP Plan. Our decision tree is in DOC 7.12.2.

A value of 1-10 indicated a CCP
Food Safety issues that are less significant were given a value of 11-25

A justification for the score given is documented within *DOC 7.11 Process Risk Analysis* of the HACCP Plan.

| | **Common** | **Known to Occur** | **Could Occur (pub.)** | **Not expected to Occur** | **Practically Impossible** |
|---|---|---|---|---|---|
| **Consequence ↓ Frequency →** | **A** | **B** | **C** | **D** | **E** |
| **1. Fatality** | 1 | 2 | 4 | 7 | 11 |
| **2. Serious Illness** | 3 | 5 | 8 | 12 | 16 |
| **3. Product Recall** | 6 | 9 | 13 | 17 | 20 |
| **4. Customer Complaint** | 10 | 14 | 18 | 21 | 23 |
| **5. Insignificant** | 15 | 19 | 22 | 24 | 25 |

## Critical Limits/Establishment, Documentation and Validations of Critical Limits

For each CCP, the appropriate critical limits shall be defined in order to identify clearly whether the process is in or out of control. Critical limits shall be:

Measurable wherever possible: We have defined critical limits.
Supported by clear guidance or examples where measures are subjective

Through the above analysis, the HACCP Food Safety Team identified Metal Detection of the product as the only CCP with the processing operations. *Doc 7.12 Critical Control Points* of the HACCP plan illustrate the process using a chart.

FDA's Health Hazard Evaluation Board has supported regulatory action against product with metal fragments of 0.3" (7 mm) or larger in any dimension. Critical limits use at Galasso's Bakery, Mira Loma are consistent with limits set by the FDA in 1998.

The specific industry guideline used to help develop the critical limits is:

- FDA compliance Policy Guide – Section 555.425 – Foods – Adulteration Involving Hard or Sharp Foreign Objects

Galasso's Bakery uses 2.0 mm Ferrous, 2.0 mm Non-Ferrous & 3.0 mm Stainless Steel 316.

## Validation and Documentation of Critical Lims

The HACCP food safety team shall validate critical limits of the CCP. Documented evidence shall show that the control measures selected and critical limits identified are capable of consistently controlling the hazard to the specified acceptable level.

In our annual HACCP meeting this is validated since we didn't have any customer complaints or audits that found that our metal detectors were not functioning correctly. Our metal detectors are calibrated annually by an outside company to ensure our critical limits are working. At a minimum we meet our customer requirements, usually our requirements are more stringent than our customers. Also we are under the FDA limit for metal fragments as documented above.

## Establishment of a Monitoring System for CCP's

The HACCP plan has established standards for monitoring, corrective actions and record keeping and these are documented in *POL 7.16 Metal Detector Policy*.

Each CCP is monitored to ensure that the established limits are not exceeded. This is achieved by observing the CCP at scheduled intervals.

- The CCP to which the procedure relates. Relates to all CCP's.
- The staff (or staff role) responsible for operating/monitoring/testing the CCP. Production wrapping foreman (primary), maintenance (secondary). Quality assurance as needed.
- Training requirements for responsible staff. Written test and actual MD on the floor test.
- The frequency at which the monitoring is completed. Every hour +/- 10 min.
- Instructions on how the monitoring is completed. On DOC 7.16.1
- The requirements for record keeping. MD logs
- Critical limits. 2.0 mm Ferrous, 2.0 mm Non-Ferrous & 3.0 mm Stainless Steel 316.

Monitoring is designed to detect variation, which may result in limits being broken if no remedial action is taken. It has been set up at a frequency to ensure that necessary remedial action can be taken in sufficient time so that it does not constitute a risk to the product and ensures that no potentially affected product has been released for sale or dispatch to the customer.

The results of monitoring activities must be recorded. As a minimum, these records must include:

- Date and time when the measurement was made.
- Result
- Signature of the individual completing the monitoring
- The signature of the individual checking and verifying the record.
  This is all done in Metal Detector Record Logs.

The procedure for monitoring CCPs is outlined in *SOP 7.16.2 Monitoring Metal Detector* and the records on the CCP checks are documented on *DOC 7.16.1 Metal Detector Record Log.*

**Corrective Action Plan**

A procedure has been established and documented, detailing the actions taken (and who is responsible), where monitoring indicates that critical limits have exceeded or may be exceeded if no remedial action is taken. The procedures allow for quarantine, alternative processing, and increased monitoring, etc. where appropriate. The corrective action plan outlines the definition of responsibilities, identifying which staff has the authority to undertake these actions, make decisions and what the required frequency is.

**PROCEDURES**

1) Product that exceeds the critical limits shall be tagged with a hold tag (red tag) and/or yellow tape for clear identification of the non-conforming products.
2) Segregate the product on hold and place it in the hold area, (next to shipping office) withhold tag and/or yellow tape and red hold tag. This will ensure that the non-conforming products are prevented from accidental release.

3) Brand products (e.g. Stater Bros.) do not require referral to the brand owner when placed on hold due to non-conformity issues because the product would not be released. For BBU product, if a product gets rejected, we will dispose of it; we will not re-run the product. However if the product safety is in question we will contact the brand owners.
4) QA shall place all non-conforming product 'On-Hold' and shall communicate the specific details of the non-conformity to relevant department (production, shipping & wrapping).
5) QA shall re-run the product through a functioning metal detector from the last good check. If the product does not exceed the critical limits then it can get released. If the product exceeds the critical limits then it will be disposed of.
6) Quality Assurance will put products on hold if they exceed critical limits. Only the VP Manufacturing & Operations and/or Quality Assurance department can release products on hold and make decisions in regards to product hold.
7) Disposal of product on hold. If a product does not pose a bio-hazardous threat, it will be disposed of in our waste compactor. If a product poses a bio-hazardous threat, the proper authorities, FDA, OSHA and governing authorities will be contacted. The proper procedures will be followed as required by the FDA, OSHA and governing authorities.
8) The product #, name and amount disposed of will be communicated to sales, purchasing and order entry to adjust orders and inventory.
9) All information pertaining to the hold will be recorded using DOC 11.2 Hold & Disposition Form. These forms will be filed in the hold and release binder located in the QA office.
10) Records of disposition, (e.g. destruction, reworking, downgrading) of non-conforming products shall be filed and stored accordingly. The QA department shall oversee the recordkeeping of non-forming products.

The corrective action procedures are outlined in a flow chart under *DOC 7.13 Deviation Corrective Action Procedure* of the HACCP Plan. Documentation of any deviations are recorded under *DOC 7.16.1 (CCP) Metal Detector Record Log.*

The corrective action plan includes how any product that may be in breach of the established limits is handled and/or stored until its safety status is established.

## Establish Verification Procedures

The HACCP plan is verified annually with objective evidence that the specified requirements are being met. Verification ensures that the HACCP plan is effective. Included in the verification process is review of:

- Internal audits. In HACCP Meeting Report annually and we internally audit the HACCP plan every year.
- Review of records where acceptable limits have been exceeded. In HACCP Meeting Report annually.
- Review of complaints by enforcement authorities or customers. In HACCP Meeting Report annually.
- Review of incidents of product withdrawal or recall. In HACCP Meeting Report annually.

Review of these items is designed to give information about how, when and how often the system has potentially not been under control. Actions and procedures specified in the HACCP Plan are verified to match procedures and work instructions in use and ensure that frequencies stated on work instructions match those in the HACCP plan.

The policy and standards for conducting the annual verification is outlined in *DOC 7.14 Verification and Validation* and the report generated is documented in *DOC 7.15 Team Review Report of the HACCP Plan.*

**Documentation Control**

Records are maintained on file by the Quality Assurance department to demonstrate that the HACCP food safety plan is fully implemented and is under control. This includes all steps in creating and reviewing the plan, records of control and monitoring procedures, training records of staff etc. All records are kept.

**Review of the HACCP Plan**

The HACCP food safety plan will be reviewed on a regular basis. Reviews will include, but not be limited to:

- Changes in product packaging
- Processing methods & equipment
- New product design & development
- In the event of major non-conformity
- Changes in operation of the HACCP Plan

Changes that may affect product safety, such as the following, will be evaluated in the context of the HACCP plan before they are introduced, and the HACCP plan amended as necessary and will be reviewed at a minimum annually:

- Change of type of ingredients/recipe, raw materials or suppliers
    - NOTE: Any change in ingredients requires review and submission of product specification, GMO statement, certification of analysis, MSDS, allergen statement, nutritional information and letter of guarantee from the suppliers and/or manufacturers.
- Change in processing methods, process flow or equipment
- Change in packaging, storage or distribution conditions
- Change in consumer use

- New product design or development
- Emergence of a new risk
- An incident or recall resulting of an unsafe product
- Developments in scientific information related to ingredients, process or product

The HACCP food safety plan is reviewed at least once a year; even if there have been no changes to product range or processing methods. Documentation is recorded in *DOC 7.15 HACCP Plan: Team Review Report.*

## HACCP Training

HACCP training for all employees is conducted upon new hire and ongoing at minimum annually. Records are filed in the employee training folder. CCP training is conducted for those employees responsible for monitoring and corrective action procedures.

## Management Commitment

Galasso Bakery's leadership team understands and is committed to ensuring company wide support for and commitment to HACCP plan implementation. HACCP entails extensive planning, commitment or resources, and transaction disciplines (monitoring, record keeping, audit/verification procedures, and trend analysis techniques).

The leadership team agrees with the need for HACCP and fully endorses the initiative so that sufficient time and resources are allocated (to assure equity with competing demands). The leadership team's commitment to HACCP ensures that middle level and operational managers place proper emphasis on the transactions necessary for implementation. Visible leadership commitment also indicates to the company that the benefits realized justify the outlay of resources.

Through the use of HACCP (Hazard Analysis Critical Control Point) we strive to build customer confidence and trust. The HACCP system, following the seven principles, has been used to assess each step of our process and to identify hazards inherent to the items being stored, manufactured, or shipped from the facility.

Pre-requisite programs to the HACCP analysis have been implemented and documented and are verified at least annually for their effectiveness through the internal inspection and program review. These programs include but are not restricted to, cleaning and sanitation/hygiene, GMP's and personnel practices, pest control, preventive maintenance, including air filtration system reviews, chemical control, food safety customer complaints, recall and traceability, supplier specifications and control, and receiving, storage and shipping.

## MANAGEMENT REVIEW & APPROVAL

| | | |
|---|---|---|
| **Rick Vargas**<br>VP Manufacturing & Operations | SIGNATURE | DATE |
| **Bart Selsted**<br>Production Manager | SIGNATURE | DATE |
| **Celina Zarate**<br>Food Safety & Quality Manager | SIGNATURE | DATE |
| **Mark Watson**<br>Chief Engineer | SIGNATURE | DATE |
| **Ethan McGuire**<br>Sanitation Manager | SIGNATURE | DATE |
| **Arnie Sakamoto**<br>Shipping Manager | SIGNATURE | DATE |

# 10.0 Recall & Traceability Program

| | |
|---|---|
| **Plant Location:** | **Mira Loma, CA** |
| **Document Number:** | **PRG 10.0** |
| **Version Number:** | **Version 7** |
| **Date of Issue:** | **03/20/2017** |
| **Next Revision Due By:** | **03/20/2020** |
| **Superseded Version Number & Date:** | **Version 6, 11/14/16** |

**Revision History**

| Old Version Number | New Version Number | Issue Date | Reason for Changes | Changed By | Approved By |
|---|---|---|---|---|---|
| N/A | 1 | 11/29/12 | Converting to QMS Programs Format. | Celina Zarate | Paul Chelala |
| 1 | 2 | 08/20/14 | Updated company logo, management contact information and revised to meet BRC standards | Alvin Jocson | Celina Zarate |
| 2 | 3 | 06/16/15 | Updated program to meet updated BRC standards. | Martha Martinez | Celina Zarate |
| 3 | 4 | 08/03/15 | Updated Staff | Larissa Wasson | Celina Zarate |
| 4 | 5 | 05/23/16 | Updated supply chain traceability information. | Jesse Pena | Celina Zarate |
| 5 | 6 | 11/14/16 | Updated FDA local number | Tyler Beebe | Celina Zarate |
| 6 | 7 | 3/20/17 | Updated identification of raw materials and finished product | Tyler Beebe | Celina Zarate |

## PROGRAM PURPOSE

The purpose of the Recall & Traceability Program is to ensure that:

- Public health is protected from food that is adulterated, misbranded, falsely advertised or misleading
- Galasso's Bakery is in full compliance with the FDA Recall Guidelines and also the California Department of Public Health – Food & Drug Branch standards
- It is to establish all stages of production, processing and distribution, identifying from whom raw materials have been supplied and to which customers finished product has been supplied.
- Galasso's Bakery has the capability to recall its finished products, and trace ingredients and packaging materials from our suppliers to our customers and vice versa.
- And to reduce product liability exposure
- The company has a plan and system to manage incidents related to products and enable the effective withdrawal and recall of products.

### Identification of raw materials and finished product

Identification of raw materials, including primary and any other relevant packaging, processing aids, intermediate/semi-processed products, part-used materials, finished products and materials pending investigation shall be adequate to ensure traceability. All of our raw materials including packaging come with a lot #. When production uses a raw material and/or packaging then they will write down the lot # on documentation that Q.A. stores.

For bulk storage we have two silos for flour, cream yeast tanks so we know what lot was used. In an instance where two lots were used then we would have to trace both lots and discard of anything that is contaminated.

Our traceability system can trace primary packaging and other packaging materials and processing aids if necessary.

We can trace the specific run of the product or the dough of the ingredient including processing aids if necessary. We identify the specific amount produced or received, we identify the materials, process and the customer who receives the product.

During the traceability we check to see if anything is written wrong on boards for bulk materials or on raw material documents for raw materials and packaging.

We do not make any claims.

We also include date codes on ingredient bins to ensure ingredients and products within shelf life are used.

Q.A. receives and reviews lot tracking and documentation before Q.A. files the paperwork. We review the paperwork on a daily basis.

With every raw material delivery Q.A. verifies lot numbers and COAs before entering them into our electronic tracking. Upon receipt, we put an orange sticker on the pallet with the date it was received. When Production uses the ingredient, they write down the receiving date and lot number on the Raw Material Lot # Sheet which gets turned in. Each run is identified with an expiration date on the Kwik Lok. Shipping uses this date and the color of the Kwik Lok to determine which sales day the product will have.

**Documented Withdrawal and Recall Procedure**

The company shall have a documented product withdrawal and recall procedure. This shall include as a minimum:

- Details of the recall management team members, their roles, responsibilities and contact details. In larger businesses the recall team will involve head office personnel and may be run from head office. This is clearly acceptable, but links between the production-site management and the recall team need to be clear.
    - Recall team members, roles and responsibilities and contact details are below.
- Guidelines for deciding whether a product needs to be recalled or withdrawn and the records to be maintained. Although causes for recall are often unpredictable, defined responses to known risks (e.g. identification of pathogens in routine product sampling) could be documented.
    - If a product falls under the category of a class I recall then we will recall the product. If a product is going to get the public sick, then we will have a recall. If we see any risk that can potentially harm the public, then we must recall the product following the recall and traceability program. We do microbiological testing and the test results are reviewed and saved. We do not do pathogen testing.
- An up-to-date list of key contacts – for example recall management team, suppliers, customers, the certification body, regulatory authorities etc. A recall may occur at any time, therefore these details must include office hours and out-of-hours contact details.
    - Recall management team, certification body and regulatory authorities is shown below. Customer contacts are provided by our customer service department. Our supplier list is located in program 4.0
- A communication plan including the provision of information to customers, consumers and regulatory authorities in a timely manner. The communication process and the way in which enquiries from customers and the media are handled can be critical to the effective management of the situation and ultimate business recovery, and the use of professional resources to assist in communication management may sometimes be advisable.

- Shown below.
- Details of external agencies providing advice and support as necessary (e.g. specialist laboratories, regulatory authority and legal expertise.)
  - If necessary we will seek external agencies to give us advice and support as necessary.
- A plan to handle the logistics of product traceability, recovery or disposal of affected product, and stock reconciliation.
  - This is tested through our mock recalls. We will effectively trace the product, recover the product and dispose of the product if necessary.

**Tests of the traceability system**

The sites traceability system must be tested at least annually. We test our traceability at least twice a year.

The system must provide traceability forwards and backwards. We accomplish this. We also trace our primary packaging.

We have 4 hours to accomplish a full traceability. The mass balance should include:

- Select a batch code of a particular specific raw material
- Identify the quantity of raw material supplied under that batch code.
- Identify recipes in which the ingredient is used.
- Use production schedules and batch make-up sheets to calculate the quantities of the selected batch of ingredient used in each product.
- Calculate the quantity of any unused part of the batch in the warehouse.
- Reconcile the quantity delivered against the amounts used plus residual unused stock.

This is all in our worksheet and/or report.

## SUPPLY CHAIN TRACEABILITY

1. The company shall ensure that its suppliers of raw materials have an effective traceability system. Where a supplier has been approved based on a questionnaire, instead of certification or audit, verification of the supplier's traceability system shall be carried out on first approval and then at least every 3 years. This may be achieved by a traceability test.
   - Currently we do supplier questionnaire's and we receive audits from our suppliers.
     - If our supplier does not have a GFSI audits, then we ask for a raw material suppliers traceability, a worked example from the raw material supplier or a detailed description of the traceability system.

**Rework**

Galasso's Bakery does not rework products, processes or ingredients.

**Tests of the withdrawal and recall procedures**

It should be emphasized that traceability is only a part of a recall test which is expected to be a test of the effectiveness of the full recall procedures.

The withdrawal and recall procedure must be tested at least annually. The aims of this testing are to:

- Demonstrate that the system works. We test the system twice a year with mock recall and the system works because we effectively trace our product, ingredients and packaging.
- Highlight any gaps and where the system requires improvement. If there are any gaps we will improve them with corrective actions.
- Demonstrate how quickly the required information can be collated, and thereby corrective action taken, such as materials being isolated and quarantined.
    - We have to do a mock recall within 4 hours, but usually it is complete within 2 hours to collect the documents and isolate and quarantine the products.
- Act as a training exercise for personnel to ensure that clear roles and responsibilities are undertaken in the event of a real withdrawal situation.
    - We have a recall team that is multi-disciplinary and know their role and responsibilities in a mock recall or actual recall.
    - Food Safety/Quality Assurance Manager (or Quality Assurance if the Food Safety/Quality Assurance Manager is not available) and the VP Manufacturing/Operations will review and verify the mock recall if QA is not available.

**Notification of recalls to the certification body**

- The aim of this notification is to ensure that the integrity of the certificate is maintained by allowing the certification body to assess whether the incident affects the certification status of the site. Where appropriate, the certification body can request further information or conduct a full or partial re-audit of the site to confirm certification. We will notify the certification body if we have a recall within 3 days.

**Regulatory Agencies and Certification Body**

- It is the sole responsibility of the President and/or VP of manufacturing & operations of Galasso's Bakery or an appointed officer of the company as whether to notify the Regulatory Agencies of the Class I, II, III, recall decision. FDA will be notified within 24 hours if a Call I or Class II recall occurs. Thereafter, follow-up communication with the local, state, and federal regulatory will be maintained by the Recall Coordinator. Such communications will be based upon close discussion and interaction with the Recall Chairman. The local FDA office: (949) 608-3504/ (800) 332-4010. The emergency FDA number is: (301) 443-1240.
- Galasso's Bakery Recall Coordinator (Food Safety & QA Manager) will also notify the current Certification Body (AIB and BRC) within 3 days if a recall

occurs. The local AIB-CB/BRC certification office: (785) 537-4750/ (800) 633-5137

**Statement of Recall Plan**

Galasso's Bakery maintains a recall plan which provides specific procedures, defines terms, and assigns roles and responsibilities when a food safety issue arises with any of our products.

The plan will be activated whenever a potential recall requirement arises and includes the following elements:

1. Recall committee member designations
2. Recall responsibility assignments
3. Key personnel and external contact information
4. Recall procedures
5. Communication templates

## RECALL PROGRAM ELEMENTS

**Recall Team Members:**

| | | |
|---|---|---|
| Rick Vargas | VP of Manufacturing & Operations | 951-532-0378 |
| Albert Armenta | Director of Sales & Distribution | 714-292-6638 |
| Celina Zarate | Food Safety & Quality Assurance Manager | 951-703-8644 |
| Josie Araujo | Purchasing Manager | 818-445-2935 |
| Jamie Fiorito | Lead Customer Service Representative | 951-361-0613 |
| Bart Selsted | Production Manager | 909-545-0274 |
| Mark Watson | Chief Engineer | 951-323-2667 |
| Ethan McGuire | Sanitation Manager | 951-318-5394 |
| Arnie Sakamoto | Shipping Manager | 951-532-4935 |

**Alternates:**

| | | |
|---|---|---|
| Becky Mitchell | Sales & CS Support Management | 951-532-6750 |
| Danny Le | Shipping Supervisor | 909-684-4742 |
| Alvaro Perez | Production Superintendent | 951-532-5468 |
| Richard Andrade | Asst. Maintenance Manager | 619-392-7538 |
| Mario Lopez | Receiving Clerk | 909-615-5509 |

**Recall Team Organization**

- The Recall Chairman (VP of Manufacturing & Operations) is responsible for executing a product recall. It is essential that all aspects of the recall be originated and directed by the person who is the Chairman in order to achieve the control necessary.

- The Recall Coordinator (Food Safety & Quality Assurance Manager) will assist all recall activities under the direction of the Recall Chairman and assume the responsibility of the Recall Chairman in his or her absence.
- All Recall Members and Alternates will attend the team meetings and assist all recall activities under the direction of the Recall Coordinator and Chairman.

## RESPONSIBILITIES OF THE RECALL TEAM MEMBERS

### Recall Chairman (VP of Manufacturing & Operations)

- Serves as Chairman of the recall team
- Authorizes and initiates the recall
- Handles communication and media releases. No one except the VP of Manufacturing & Operations or an appointed officer shall give a notice to the new media or any other outside agency.
- Directs all employees to avoid any comments to the news media
- Directs staff to locate the products in distribution.
- Directs staff to identify and notify the wholesale customers who received the product(s) under the direction of the recall coordinator.
- Maintains contact with sales managers, national account managers by fax or E-mail or phone.
- Instructs all sales, distribution managers and buyers on the actions being taken.
- Monitors all recall action and communicates with the regulatory officials.
- Submits to the FDA a request for a recall termination, as the recall is considered completed.

### Recall Coordinator (Food Safety & Quality Assurance Manager)

- Assists the Recall Chairman with the above responsibilities and assumes the responsibilities in their absence.
- Assists the Quality Assurance personnel in assessing the cause and severity of the problem.
- Sets the plant priorities for the recall activities by providing the necessary manpower.
- Places all suspected products on hold and arranges for disposition of the defective products.
- Discontinues the production of the affected product immediately and secure the products in plant inventory including the loaded products and the raw materials in the warehouse with HOLD signs in such a way that ensures its embargo.
- Verifies and validates that all affected products are fully accounted for and stock reconciliation has been satisfactorily completed.
- Directs the disposal of product(s) once released by Quality Assurance in the manner agreed.

**Production Department (Production Manager & Superintendent)**

- Provide the necessary documentation and production records that are related to the products being recall or in question.
- Identify, isolate or place on hold any in-process goods (dough) that are affected by the recall.
- Verify total amount of products that are affected by the recall
- Support shipping/transportation and QA department regarding product release, product returns and product on hold.

**Quality Assurance Department**

- Identifies defective product lot.
- Initiates corrective actions to protect against recurrence.
- Support and assist Recall Coordinator in collecting and organizing necessary documentation.
- Verify and validate all records are accurate and complete
- Places suspect products in a secured area, with HOLD signs.

**Shipping & Transportation**

- Provide shipping documentation and distribution records related to the products being recalled.
- Locate destination and whereabouts of recall products
- Identify amount of recall products
- Provide transportation for recall products

**Customer and Sales Notification (Director of Sales & Customer Service Manager)**

- The Director of Sales & Distribution and the Customer Service Manager is responsible for notifying and assigning sales personnel for customer contacts.
- A customer list including Galasso's Bakery depot, route sales and other similar outlet of distribution must be immediately updated for accuracy so that all affected accounts can be notified.
- Customers should be contacted in order of highest to lowest sales volume in the affected areas.

**Accounting (Office Manager)**

- Coordinates with the insurance staff in arranging the financial reimbursement.
- Provides the financial information and controls.
- Determines cost of recall

**Accounting**

A special account number shall be set up by the controller prior to a recall. All cost including the returns, dispositions and additional production costs, advertising, liability suits, etc., should be charged to this account number so that accurate records of the cost of the recall are available.

## INITIAL RECALL TEAM MEETINGS

- The purpose of the initial meeting is to assess the risk or evaluate the hazard to the affected product and decide the type of recall needed in addressing the issue. During this meeting roles and responsibilities will be delegated in order to gather relevant information within 4 hours.

- The recall team will convene under the direction of the Recall Chairman and make the following steps:

1. Identify the product and lot codes
2. Method of product removal
3. Destination point of product collection
4. Product substitution concerns
5. Method of customer notification

- A follow-up meeting should be scheduled as soon as possible in order to review any further background information and to make the final recommendations. The team will continue to meet as necessary until all recall activities are completed. It is important to note that information must be gathered immediately and efficiently for such meetings, so that critical time to make decisions is not lost.

- The secondary concern of the recall team is to supervise removal of the product and collection of records. The supervision, collection, disposition of product and record keeping shall be under the direction of the Recall Chairman.

- Mock recalls will be conducted at least twice a year.

## COLLECTION OF INFORMATION

In order to determine the necessary facts, the following record system shall be in existence:

- A system of coding the products and packing that will identify the production date. This code must be legible to all persons including warehousemen, salespeople, and consumers. A check of the system must be conducted periodically to verify the current coding method.

- A system of keeping production records must be maintained and be traceable to the code on the item. It must be possible to know how much product was produced under each code.

- A system of tracking where each code was shipped must be established. The code and quantity of each item shipped to each distribution center shall be recorded on the load sheet. It should be readily accessible in the event of a recall. It must be possible to know exactly where the affected product is in a matter of hours. This system should be in effect at the manufacturing facility and also at the depot.

- A system for maintaining accurate records of raw material lots should be in place. Areas where either ingredient or processing procedures might be the cause for a recall should be strictly controlled and necessary information record for easy access.

- Suitable stationary to conduct the recall must be on hand at all times (e.g. HOLD stickers).

- If there are no records or controls for the product, government agencies may require a total recall of all products, including products that are safe for sale.

## INTERNAL NOTIFICATION

As a product safety crisis develops it becomes extremely important to notify employees about the recall being implemented so that each individual can fulfill their responsibilities during a food safety crisis.

The VP of Manufacturing & Operations is responsible for notifying the plant employees about the current status and of the corrective action steps taken; the recall team will supply this information.

Once the decision to recall product has been established, shipping, sales and depots must receive notification as soon as possible. All shipments of suspected product from the cold storage (freezer warehouse) and depots should be halted immediately.

### Production Notification

Production, along with Quality Assurance will be provided with the facts concerning the reason for the recall and will attempt to find the cause and correct the situation, as quickly as possible. Plans should be made to eliminate the cause of the problem so that a future recall may be avoided. If necessary a decision to stop the production of suspected product should be made in order to limit the problem at its source.

## EXTERNAL NOTIFICATION OF RECALL

There are three external groups that will require timely but differing communication as the recall develops. Customer Service and any other available

employees will make the calls. It is important that any communication to these groups come only from the designated sources as described below.

**Regulatory Agencies and Certification Body**

It is the sole responsibility of the President and/or VP of manufacturing & operations of Galasso's Bakery or an appointed officer of the company as whether to notify the Regulatory Agencies of the Class I, II, III, recall decision. FDA will be notified within 24 hours if a Call I or Class II recall occurs. Thereafter, follow-up communication with the local, state, and federal regulatory will be maintained by the Recall Coordinator. Such communications will be based upon close discussion and interaction with the Recall Chairman. The local FDA office: (949) 608-3504/ (800) 332-4010. The emergency FDA number is: (301) 443-1240.

Galasso's Bakery Recall Coordinator (Food Safety & QA Manager) will also notify the current Certification Body (AIB and BRC) within 3 days if a recall occurs. The local AIB-CB/BRC certification office: (785) 537-4750/ (800) 633-5137

**Customers**

At the point, which a recall decision has been acknowledged that a recall is needed, customer accounts must be notified immediately (before the recall is initiated). The initial contact should be by telephone or fax followed by a formal written confirmation as soon as possible. It is important to provide all important and pertinent information at the initial notification.

**Consumers**

The Recall Chairman will make public notification of consumers should this be required. The general text of the releases should be reviewed thoroughly and clearly provide the necessary information to reassure the public and assist in locating the product. The actual news release (if any) should be checked after they are printed, since these are sometimes either inadvertently or deliberately distorted by the news media.

There will be no communication with any media representative either in written or oral form, with the prior knowledge and consent of Galasso's Bakery President and/or the VP of manufacturing & operations. (It is strongly advised to seek advice from legal counsel before providing the news media with any communications) All media requests must be referred to Galasso's Bakery President and/or the VP of manufacturing & operations.

## RECORDING KEEPING

The Recall Coordinator will keep record of the recall from the start to the point when the recall is determined complete. These records should include all actions taken, when the action took place, or any other pertinent information concerning the facts of the

recall. The Recall Coordinator will provide periodic progress report(s) to Galasso's Bakery President and/or the VP of Manufacturing & Operations.

## PHYSICAL RETURN AND REPLACEMENT OF PRODUCT

### Physical Return of Product

The return of product should be a reversal of the normal distribution system and shall be directed to a designated location. A Product Return Form will be used to show the product quantities of each code, the products that have been returned and being returned. Interim reports from the field locations stating the status of Recall at a set interval should also be included.

### Restocking of inventory

Restocking should be handled through normal channels. The actual movement of the product should be carefully checked to avoid overstocking and excessive demands on production.

### Reimbursement of Customers

A system of reimbursement should be established. This can be handled through the normal system of reimbursement for damaged or otherwise retuned merchandise. The cost for these returns should be kept separately.

### Product Disposal

A suitable warehousing area should be designated and secured where the recalled products can be stored and counted. The product disposal instructions shall be done with the consideration of safety, financial and environmental impact.

### Recall accountability & Time Frame

A recall accountability of at least 99% but no more than 105% must be recovered. The trace and hold of implicated product must be recorded within 4 hours. Note: Darden Restaurants requires 100% recovery from distribution level.

## COMPLETION OF RECALL

Upon completing the recall activities, the Recall Coordinator will submit a written recommendation to the FDA or USDA for the recall to be terminated. Only the FDA or USDA can issue the final and official notice that the recall is terminated.

## MOCK RECALL

The Recall Coordinator will be responsible for initiating and conducting a mock recall biannually to evaluate the effectiveness of the recall program.

A mock recall is an internal simulation of the steps that employees would take in the event of an actual recall. A mock recall should not give the appearance of an actual recall to anyone outside of the company.

A mock recall should be conducted with the full knowledge of the manufacturing facilities key employees and with assurance that control of exercise is maintained.

The recall program and traceability procedures shall be tested in a way that ensures their effective operation. Results of the test shall be retained and shall include timings of key activities. The results of the test and of any actual recall shall be used to review the procedure and implement improvements as necessary.

A mock recall must be conducted 2x a year with 6 months interval. Market withdrawal, products recall and traceability exercise shall be conducted during the mock recalls.

## DEFINITIONS OF TERMS

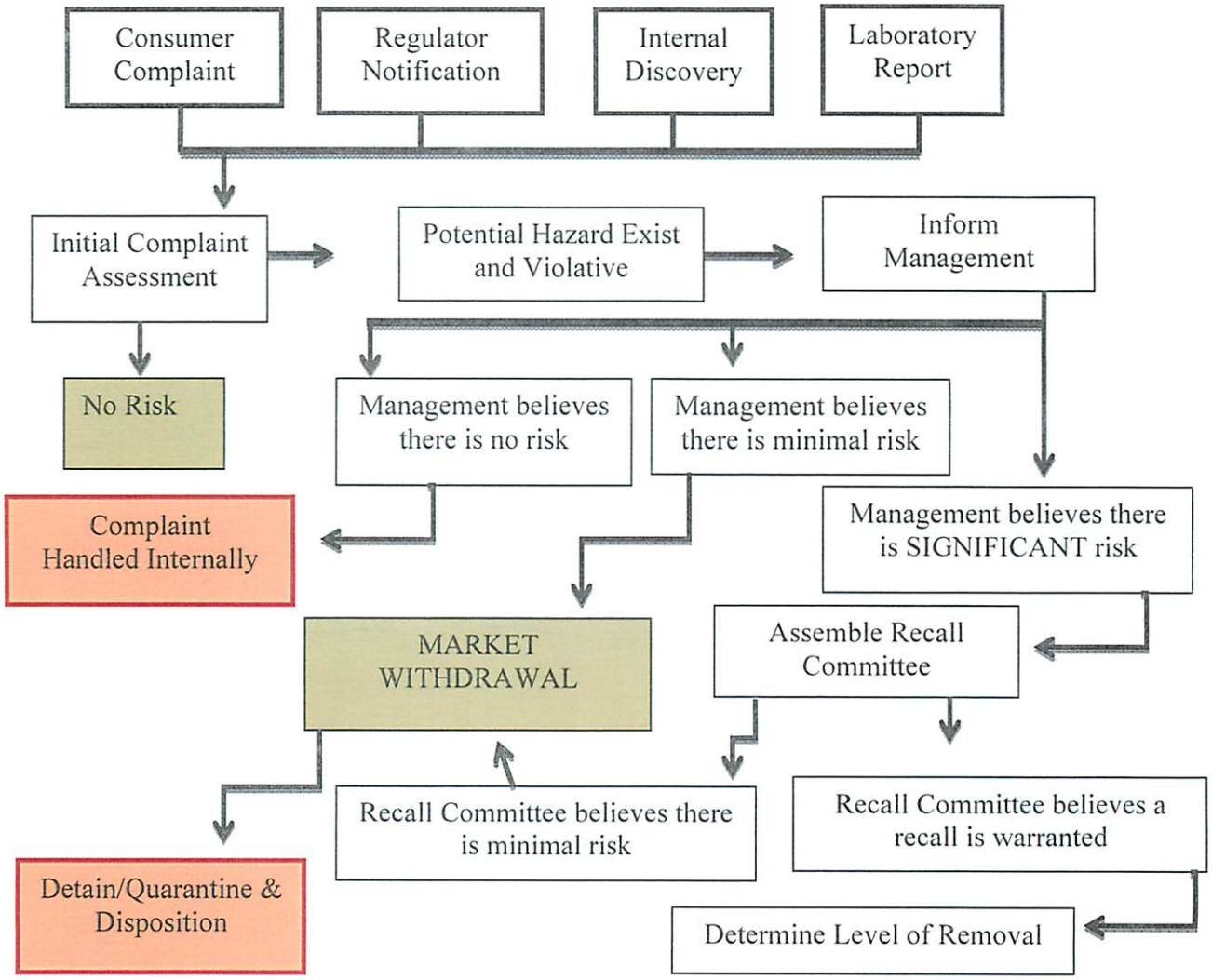
- **Class I Recall** – A situation in which there is a reasonable probability that the use of, or exposure to, a volatile product will cause serious adverse health consequences or death.
- **Class II Recall** - A situation in which use of, or exposure to, a volatile product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote.
- **Class III Recall** - A situation in which use of, or exposure to, a volatile product is not likely to cause adverse health consequences.
- **Depth of Recall** -The level of product distribution for the recall (consumer, retail, institutional, wholesale).
- **Distribution List** - A product specific distribution list which identifies accounts that received the recalled product. Requested information includes type of business, account name, addresses, and contact information.
- **FDB** – California Department of Public Health, Food and Drug Branch
- **Market Withdrawal** - A firm's removal or correction of a distributed product which involves a minor violation that would not be subject to legal action by the regulatory agency or which involves no violation, e.g., normal stock rotation practices, routine equipment adjustments and repairs, etc.
- **Press Release** - A notice that alerts the public (including regulators, retailers, consignees, other distributors, processors, and consumers) that a product presents a serious hazard to health. Not all recalls require a press release; the regulatory agency will advise the firm when a press release is necessary.
- **Recall** - A firm's removal or correction of a marketed product that the regulatory agency considers to be in violation of the laws it administers and against which the agency would initiate legal action, e.g., seizure. Recall does not include a market withdrawal or a stock recovery.
- **Recall Committee** – The group comprised of key staff with the expertise, authority, and responsibility to manage the recall.
- **Recall Plan** - A written contingency plan for use in initiating and implementing a recall in accordance with 21 CFR Sec. 7.40 through 7.49, 7.53, and 7.55. The

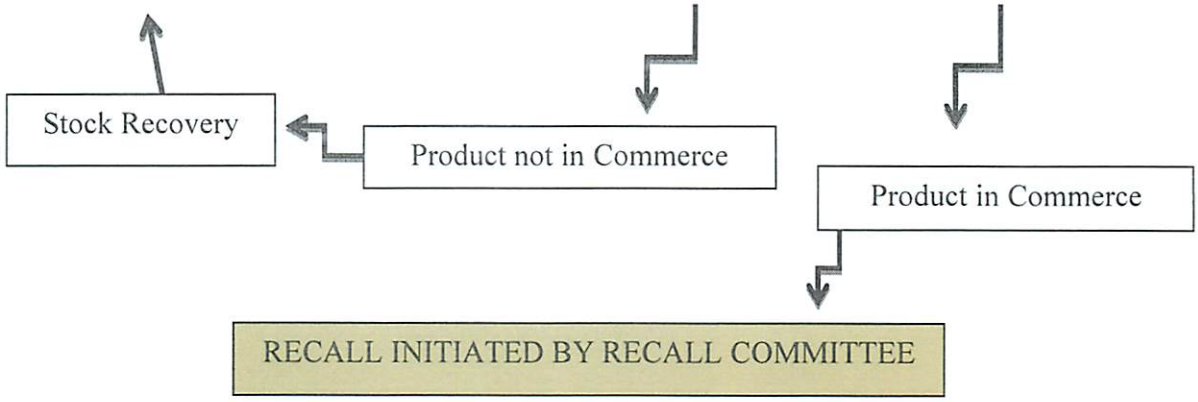
Recall Plan should be reviewed annually and revised as necessary when personnel, procedures, processes, suppliers, or as other factors change.

- **Recall Strategy** - A planned specific course of action to be taken in conducting a specific recall, which addresses the depth and scope of recall, need for public warnings, and extent of effectiveness checks for the recall.
- **Scope of Recall** - Defines the amount and kind of product in question.
- **Stock Recovery** - A firm's removal or correction of a product that has not been marketed or that has not left the direct control of the firm, i.e., the product is located on premises owned by, or under the control of, the firm and no portion of the lot has been released for sale or use.

**Recall Plan Flow Charts**

Galasso's Bakery shall use this diagram as a guideline in determining or evaluating complaints or conditions which may lead to a recall.






## DOCUMENT CONTROL & DISTRIBUTION

The use of obsolete documents shall be prevented. The correct versions shall be available. Distribution of documents will be the responsibility of the front office staff and production Foreman. They will assure that documents are kept in a secure location and distributed and collected daily. Records shall remain on file for at least two year beyond the shelf life of the product. Records that no longer need to be retained are shredded by the front office staff.

## MANAGEMENT REVIEW & APPROVAL

| | | |
|---|---|---|
| **Rick Vargas**<br>VP OF MANUFACTURING & OPERATIONS | SIGNATURE | DATE |
| **Celina Zarate**<br>QA MANAGER | SIGNATURE | DATE |

Auditor number

173002

AIB INTERNATIONAL Since 1919

Certification Services

AIB International Certification Services ANSI accredited Certification Body No. 173 certifies that, having conducted an audit

**For the scope of activities: The mixing, baking, and slicing of bread products (bread, hard rolls, French rolls, and buns) packed in polyethylene bags**

**Exclusions from scope: Traded Goods**

**Product categories: 14 - Bakery**

## Galasso's Bakery

**SITE CODE 1781943**

**10820 San Sevaine Way**

**Mira Loma, California 91752**

**Has achieved Grade: AA**

Meets the requirements set out in the

**BRC GLOBAL STANDARD for FOOD SAFETY**
**ISSUE 7: JANUARY 2015**

**Audit program:** Announced

**Date(s) of audit: 03, 04 and 05 December 2018**

**Certificate issue date:** 19 December 2018

**Certificate re-issue date:** N/A

**Re-audit due date:** from 05 November 2019 to 03 December 2019

**Certificate expiry date:** 14 January 2020

ANSI ACCREDITED

#0835
ISO/IEC 17065
Product Certification Body

Authorized by
Alfonso Capuchino – General Manager, Certification Services

BRC CERTIFICATION BODY

**AIB International-CS**
**1213 Bakers Way, PO Box 3999**
**Manhattan, Kansas 66505-3999 USA**

Certificate traceability reference BRC-FD-707
This certificate remains the property of AIB International-CS
To verify the authenticity of this certificate please visit www.brcdirectory.com
Please send feedback on the BRC Global Standard or the audit process directly to
enquiries@brcglobalstandards.com or call the Tell BRC Hot line +44 (0)20 7717 5959.

# Audit Report

Global Standard for Food Safety Issue 7: July 2015

| 1.Audit Summary | | | |
|---|---|---|---|
| Company name | Galasso's Bakery | BRC Site Code | 1781943 |
| Site name | Galasso's Bakery – Mira Loma | | |
| Scope of audit | The mixing, baking, and slicing of bread products (bread, hard rolls, French rolls, and buns) packed in polyethylene bags | | |
| Exclusions from scope | Traded Goods | | |
| Justification for exclusion | Traded goods (bagels, English muffins, pita bread) were not produced on site. | | |
| Audit Finish Date | 2018-12-05 | | |
| Re-audit due date | 2019-12-03 | | |

| Voluntary modules included | | |
|---|---|---|
| Modules | Result | Details |
| | | |

| 2. Audit Results | | | | | |
|---|---|---|---|---|---|
| Audit result | Certificated | Audit grade | AA | Audit type | Announced |
| Previous audit grade | AA | Previous audit date | 2017-12-11 | | |

| | | |
|---|---|---|
| Number of non-conformities | Fundamental | 0 |
| | Critical | 0 |
| | Major | 0 |
| | Minor | 3 |

## 3.Company Details

| | | | |
|---|---|---|---|
| Address | 10820 San Sevaine Way<br>Mira Loma, California 91752 | | |
| Country | USA | Site Telephone Number | 951 360 1211 |
| Commercial representative Name | Gina Galasso | Email | ggalasso@galassos.com |
| Technical representative Name | Celina Uriostegue | Email | curiostegue@galassos.com |

## 4.Company Profile

| | | | | | |
|---|---|---|---|---|---|
| Plant size (metres square) | 10-25K sq.m | No. of employees | 51-500 | No. of HACCP plans | 1-3 |

| | |
|---|---|
| Subcontracted processes | No |
| Other certificates held | None |
| Regions exported to | North America |
| Company registration number | Confidential |
| Major changes since last BRC audit | None |

Company Description

The company was privately owned and was established in 1968 under the ownership of the Galasso family. In 2004, the company was acquired and, in 2013, it was re-acquired by Jeanette Galasso, the current owner and CEO. The site was built in 1987. The company began operations at this site in 1988. The company considered its sales and production capacity information confidential. Products produced at this site included bread, hard rolls, French rolls, and buns. Excluded from the scope of the audit were traded (purchased) goods, such as bagels, English muffins and pita bread. The market served by this site was quick service restaurants and institutions, such as schools or prisons. The site hosted approximately 75 operational employees on its largest shift, with approximately 350 employees, total. The manufacturing areas of the site covered 110,000 ft² (10,223 m²).

## 5.Product Characteristics

| | |
|---|---|
| Product categories | 14 - Bakery |

## 5. Product Characteristics

| | | | | | |
|---|---|---|---|---|---|
| Finished product safety rationale | Ambient stable, short shelf-life (≤10 days) or frozen to 0 °F for a max of 180 days, baked to internal temperature of at least 170°F, use of preservatives (vinegar, calcium propionate) | | | | |
| High care | No | High risk | No | Ambient high care | No |
| Justification for area | BRC Decision Tree 2, Step 4 – Vegetative pathogens will not survive and grow. | | | | |
| Allergens handled on site | Cereals containing gluten<br>Milk | | | | |
| Product claims made e.g. IP, organic | None | | | | |
| Product recalls in last 12 Months | No | | | | |
| Products in production at the time of the audit | Stubby sourdough loaf, 4" white wheat hamburger buns, bread sticks, 4" plain buns, 6" French roll, white Pullman bread. | | | | |

## 6. Audit Duration Details

| | | | |
|---|---|---|---|
| On-site duration | 21 man hours | Duration of production facility inspection | 11 man hours |
| Reasons for deviation from typical or expected audit duration | None | | |
| Next audit type selected | Announced | | |

## Audit Duration per day

| Audit Days | Audit Dates | Audit Start Time | Audit Finish Time |
|---|---|---|---|
| 1 (start date) | 2018-12-03 | 08:30 | 17:00 |
| 2 | 2018-12-04 | 08:00 | 17:30 |
| 3 | 2018-12-05 | 08:00 | 12:30 |

| | Auditor(s) number(s) | Names and roles of others |
|---|---|---|
| Auditor Number | 173002 | Betsy L. Blair, AIBI-CS Lead Auditor |

| Present at audit | | | | |
|---|---|---|---|---|
| Note: the most senior operations manager on site should be listed first and be present at both opening & closing meetings (ref: clause 1.1.9) | | | | |
| Name / Job Title | Opening Meeting | Site Inspection | Procedure Review | Closing Meeting |
| Rick Vargas / Vice President Manufacturing | X | X | X | X |
| Celina Uriostegue / Quality Assurance Manager | X | X | X | X |
| Bart Selsted / Production Manager | X | X | X | X |
| Ethan McGuire / Sanitation Manager | X | X | X | X |
| Ernie Pulido / Shipping Supervisor | X | X | X | X |
| Brian Workman / Maintenance Manager | X | X | X | X |
| Tyler Beebe / Quality Assurance Technician | X | X | X | X |

# Non-Conformity Summary Sheet

| Critical or Major Non Conformities Against Fundamental Requirements | | | | |
|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Critical or Major? | Anticipated re-audit date |
| | | | | |

| Critical | | | |
|---|---|---|---|
| No. | Clause | Details of non-conformity | Anticipated re-audit date |
| | | | |

| Major | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| | | | | | | | |

| Minor | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| 1 | 4.10.3.3 | A new metal detector on Line 1B was installed recently. Line 1B was mainly used for overflow product or if Line 1A was not working properly. When the Line 1B metal detector was checked during the physical audit, the test pieces were not rejected. The metal detector worked by "learning" the product when a few pieces of product were run through the detector. After the first few loaves were detected by the metal detector, it worked as expected. There was no requirement in the metal detector procedure to run product through the metal detector before checking it at shift start-up or after the line was down. | The Quality Assurance manager met with the maintenance manager to gain a better understanding of which metal detectors need to be learned and which metal detectors learn themselves since there are four different metal detector brands. | The site also updated our SOP for checking the metal detector to include that the metal detector will be checked at the start of a run. Product will be collected after the oven as soon as a run starts and will be put on a rack to be used for metal detector learning. The site is also in the process of hiring 4 metal detector checkers and their main job is to check the metal detectors and ensure they are working properly on a daily basis. | The updated 7.16.2 SOP Monitoring Metal Detectors procedure was sent. | 2018-12-17 | Betsy L. Blair |
| 2 | 4.11.1 | The tray wash room was a separate room away from | The Shipping Supervisor arranged to send all the | The tray washers and Quality Assurance | Before and after pictures | 2018-12-17 | Betsy L. Blair |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | production and raw material/ finished product storage. The room had been enclosed recently with metal walls. There were a lot of damaged racks, dollies, and other items stored in this room and this was limiting access to the perimeters of the room and making cleaning difficult. Metal pieces stored along one wall had allowed dirt to accumulate. Standing water was noted on the floor to one side where access was limited. | damaged racks to get fixed. Site personnel cleaned up the area and removed the damaged dollies, metal pieces and other miscellaneous items. The tray washers were instructed to empty the water in the drain to remove the standing water. | will work together to ensure this room is organized on a daily basis. The tray washers will clean the room thoroughly on a weekly basis. The site is also in the process of painting an 18" white perimeter around the entire room to ensure there is sufficient access to clean the room. The self-inspection form for support areas and outside grounds was updated to include the tray wash area. | were sent of the cleaned areas. The updated DOC 2.2.4 Shipping, Maintenance, Roof, Breakrooms, Restrooms & Outside Facility Template v10 self-inspection form was sent. | | |
| 3 | 4.16.4 | Bulk flour deliveries were accepted by the security guard. The guard met the driver and checked the paperwork and made sure the tanker was hooked up to the right silo. The flour delivery hose belonged to the transport company. A wash ticket was provided with the delivery paperwork but neither the hose nor the | A section was added to the flour receiving paperwork that says to check the hose and hose holder before unloading the flour. | The flour receiving document was updated and the responsibility for checking the flour hose and hose holder has changed to Quality Assurance. Security will call Quality Assurance to verify the flour truck, hose and hose holder | An updated Flour Receiving Log was sent. | 2018-12-17 | Betsy L. Blair |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | hose holder were being inspected before unloading began. | | is in good condition before unloading. The responsibility for checking the hose and hose holder was changed to Quality Assurance since flour is one of the site's major ingredients. | | | |

| Comments on non-conformities |
|---|
| No comments. |

# Voluntary Modules Non-Conformity Summary Sheet

| Critical | | | |
|---|---|---|---|
| No. | Clause | Details of non-conformity | Anticipated re-audit date |
| | | | |
| | | | |
| | | | |

| Major | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| Minor | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| | | | | | | | |
| | | | | | | | |

# FSMA Module Non-Conformity Summary Sheet

| Critical | | | |
|---|---|---|---|
| No. | Clause | Details of non-conformity | Anticipated re-audit date |
| | | | |
| | | | |
| | | | |

| Major | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| Minor | | | | | | | |
|---|---|---|---|---|---|---|---|
| No. | Clause | Details of non-conformity | Correction | Proposed preventive action plan (based on root cause analysis) | Evidence provided document, photograph, visit/other | Date reviewed | Reviewed by |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

# Detailed Audit Report

## 1. Senior management commitment

### 1.1 Senior management commitment and continual improvement

The company had a documented food safety and quality policy titled Commitment to Quality and Food Safety issued 2018-10-18 and signed by the Chief Executive Officer and Vice President of Manufacturing. The policy was communicated to the staff through training and posting by the time clock and break rooms.

Objectives were documented, measurable and included targets. The objectives included:

- Customer complaints for quality = less than 5 complaints per million units produced. The average year-to-date was 3.5 per million units.
- Customer complaints for food safety = less than 3 complaints per million units produced. The average year-to-date was 0.5 per million units.
- Master Sanitation Cleaning Schedule percentage of completion = 70% complete each month. All months year-to-date except November were over 70% complete. November was 66% complete.
- Preventive Maintenance tasks completion = 70% complete each month. The average was 87.94% and completion for all months was over 70%.

These were communicated to staff during weekly management meetings.

Management review meetings were held weekly and were attended by the Vice President of Manufacturing, QA Manager, Chief Engineer, Production Manager, Sanitation Manager, and Shipping Manager. Records of the management review meetings were available and included decisions and actions which were communicated to appropriate staff and completed within the stated timescale. Meeting minutes reviewed from 2018-05-26, 2018-10-06 and 2018-11-03 indicated that the bullet points of clause 1.1.3 were covered during the meetings. Resource requirements were covered during a separate meeting.

There were also regular meetings on Monday and Friday. Monday meetings covered the weekend and the upcoming week. Friday meetings discussed the results for the week since Monday and the upcoming weekend. Extremely urgent issues would be addressed during a meeting called for that purpose.

The company ensured that they were kept informed of scientific and technical developments, industry codes of practice such as Food Safety News, CDC emails and others. These updates were discussed during the weekly meetings.

A genuine copy of version 7 of the BRC Global Standard for Food was available. The organization had access to BRC Participate as a means to be updated on changes to the standard.

The company ensured certification was maintained by discussing during weekly meetings and scheduling through the CB. The audit due date was 2019-01-06.

The Vice President of Manufacturing attended both the opening and closing meeting.

Four non-conformities were identified at the previous audit against clauses 4.1.2, 4.8.9, 4.11.1 and 7.4.1. Identified root cause analysis and provided actions appeared to have effectively addressed the non-conformities to prevent recurrence.

## 1.2 Organisational structure, responsibilities and management authority

The company had an organizational chart titled Galasso's Organizational Chart, Doc #1.9, version 4, 6.14.18; in place. The Food Safety and Quality Assurance Manager was responsible for food safety, legality and quality and reported directly to the Vice- President of Manufacturing and Operations. The Key Staff Substitution Table, Doc #7.6.1, showed the back-ups for all of the management personnel in the event of an absence and included the responsibility for each position. In most cases, multiple personnel would be able to take over specific responsibilities of the manager that was absent.

Staff interviewed during the site tour were aware of their responsibilities. Written and electronic work instructions were in place at nearby work stations.

### Details of non-applicable clauses with justification

| Clause reference | Justification |
|---|---|
| NA | |

## 2 The Food Safety Plan – HACCP

The site's HACCP Plan: Food Safety Program, PRG 7.0, version 10, 6/14/2018; was based on Codex Alimentarius HACCP principles. There was one HACCP study which covered breads, buns, rolls, boules, and other bread items produced at this site. The plan was developed and maintained by a multidisciplinary team including:

| Job Title | Experience | Qualifications / Training |
|---|---|---|
| QA/ Food Safety Manager - Team Leader | 7 years in baking | PCQI 10-27-2016, BRC 2013-02-17, HACCP by cert ID on 2016-06-30 by third party, recertified for Food Défense Coordinator 2017-12-31 |
| Production Manager - Co-Team Leader | 35 years in baking | In-house training completed 2016-08-09 |
| Shipping Manager | 20 years in food, 3 years in baking | Seafood HACCP training |
| Maintenance Manager | 27 years in baking | In-house training completed 2016-08-09 |
| Sanitation Manager | 17 years in baking | In-house training completed 2016-08-09 |

22 Pre-requisite programs were documented in the HACCP Manual and included housekeeping and hygiene, pest control, personal hygiene, staff training, purchasing, transportation arrangements, processes to prevent cross contamination, allergen controls, food defense, recall and traceability, operational

practices, chemical control, microbiological testing, complaints, non-conforming product and several more. The pre-requisites were reviewed as part of the HACCP review.

Technical references used in putting together the HACCP plan included Codex Alimentarius, Compliance Policy Guide 555.425, FDA, 1999; Analysis of Microbial Hazards. FDA, 2001; and Microbiology of Milled Grains, Sperber, 2007.

Each product or group of products included a full description which included all relevant information on food safety. The bullet points of section 2.2.1 were covered. The product description, HACCP Product Description and Intended Use Policy, POL 7.8, version 5, 6/14/2018; included composition (raw materials, ingredients), origin of ingredients (United States), physical or chemical properties that impacted food safety (baking at 350 – 450°F for 10 – 38 minutes), processing, packaging system (polyethylene bags), storage and distribution conditions (ambient), and target shelf life (5 – 10 days fresh, 90 – 180 days frozen to be consumed within 48 hours of thawing). The market served was restaurants and institutional accounts. The intended use of the products was for the general public with some restrictions such as allergy sufferers allergic to wheat, milk and sesame.

Flow diagrams were in place covering relevant inputs and outputs. The following is a list of existing diagrams:

| Flow diagram | Issue date | Verification method |
|---|---|---|
| Line #1 | 2018-11-30 | All flow diagrams were verified by walking the line. The whole HACCP Team participated. |
| Line #2 | 2018-11-30 | |
| Line #3 | 2018-11-30 | |
| Line #4 | 2018-11-30 | |
| Line #5 | 2018-11-30 | |
| Line #6 | 2018-11-30 | |

The HACCP team identified and recorded potential hazards that are reasonably expected to occur at each step of the process and this included raw materials. Identified hazards were determined for microbiological, chemical, physical hazards and allergens. The auditor verified that the risk assessment was done in compliance with the standard.

The company completed a HARPC analysis to comply with FSMA.

An Ingredient Hazards Analysis dated 2018-08-21 and a Process Risk Analysis dated 2018-06-14 were available. Potential hazards included bacteria from ingredients (*Salmonella*, *E. coli*, *Staphylococcus aureus*, yeast and mold), allergens (undeclared, wheat/milk/sesame), heavy metals and pesticide residue in ingredients (spices, raw seeds), and equipment wear (metal). Control measures included Certificates of Analysis at receiving, sanitation program, GMPs, baking kill step, preventive maintenance, waste disposal, sifter checks, silo cleaning, water testing, glass and brittle plastics program, tray washing and storage, bulk receiving, chemical control program, CIP program, screens, metal detectors, preventive maintenance, pallet inspection, environmental monitoring of drains, water, ice, metal control, compressed air, ambient air, finished product, raw materials, and uniforms, GMP inspections, and supplier approval. A hazards score was assigned and included consideration of likelihood (practically impossible – common) and severity (insignificant – fatality).

Critical control points were determined by significance of risk, as determined by using a score card taking into account likelihood and severity. There was one Critical Control Points:

| CCP | Process Step | Critical Limit | Monitoring |
|---|---|---|---|
| 1 | Metal detection after cooling and bagging | 2.0mm ferrous, 2.0mm non-ferrous and 3.0mm stainless steel test pieces | Beginning and end of production shift and every hour during the |

| | | | |
|---|---|---|---|
| | | | run by wrapping or production foreman. Maintenance checked at start-up and Quality Assurance also checked. |

Documented procedures defined corrective actions expected to be implemented if critical limits were exceeded. CCPs were validated as follows:

| CCP | Means of validation | Date of last Validation |
|---|---|---|
| 1 | Validated by a third party calibration company | 2018-01-17 |

CCP records were signed by operators and verified by Quality Assurance personnel.

Verification of the HACCP plan was achieved by record review including results from internal audits and third party audits, HACCP plan deviations, review of customer complaints, incidents related to food safety, internal issues related to the CCP and withdrawals or recalls. This information was made available to the HACCP food safety team.

During the audit, multiple records were sampled and considered to be properly completed and maintained.

The last HACCP review was conducted on 2018-11-30. No changes were made.

**Details of non-applicable clauses with justification**

| Clause reference | Justification |
|---|---|
| NA | |

## 3. Food safety and quality management system

### 3.1 Food safety and quality manual

The quality manual outlined the quality management system structure, which was organized according to the subsections of the food safety and quality management system, such as maintenance, sanitation, and foreign material controls. They contained the relevant work instructions and forms needed for the various processes involved in food safety and cross-contamination controls. The quality manual was stored in the Food Safety and Quality Manager's office, where it could be accessed by all employees.

Procedures and forms reviewed during the audit were found to be sufficiently detailed to enable the correct application by the relevant staff. Employees interviewed were able to explain job duties and why they were important.

### 3.2 Documentation control

The Document Control Procedure, 1.13.1, version 4, 5/23/2018; addressed how documents were controlled and included a list of the controlled documents and their review dates, the assignment of

document codes, making changes to documents, and the system for removing obsolete documents from circulation. No obsolete documents were observed. A record of reasons for changes was included at the beginning of each document.

### 3.3 Record completion and maintenance

Record entry errors were corrected using a single strike through as explained in the Record Completion Procedure, SOP1.14.2, version 7, 5/23/18. Records reviewed were properly dated and initialed by the record creator. Paper records were used for CCP checks, packaging reviews, and production, maintenance, and cleaning records. Electronic records were created in the inventory control and maintenance management systems, based on password permissions. Computer data was backed up daily by the information services department. Most records were retained for two years and HACCP records and customer complaints were retained for five years. These periods were at least a year longer than the shelf life.

### 3.4 Internal audit

There was a schedule of planned internal audits titled Internal Audit System 2018. The schedule demonstrated that all system requirements were covered throughout the year and that all activities were covered at least annually. The audits were carried out according to the Internal Audit and Inspection Program, PRG 2.0, version 4, 5/28/18.

There were sufficient trained and available auditors to cover all aspects of the organization and ensure independence. The schedule assigned the auditors, making it easy to see that auditors did not audit their own work. Auditors were demonstrably competent and evidence for this included third party training for the lead internal auditor on 2017-02-11, who provided training to the remaining internal auditors.

Audit reports include conformity as well as non-conformity and were reported to personnel responsible for the activity audited. Corrective actions and timescales were agreed, and completion of corrective actions are verified by the auditor. The corrective actions, timescales and completion dates were recorded in the Management Review Workbook on a tab specific for internal audits.

During the audit the results of the following audit activities conducted throughout the year were reviewed:

| Date | Area / Requirement | No. NCs | Action plans Y/N | Implemented Y/N | Verified Y/N |
|---|---|---|---|---|---|
| 2018-02-28 | 3.0 Sanitation and Waste Disposal (BRC clauses 4.11, 4.11.7, 4.12, 4.13 | 0 | N/A | N/A | N/A |
| 2018-05-16 | 11.0 Non-conforming Product Program (BRC clauses 3.7, 3.8) | 0 | N/A | N/A | N/A |
| 2018-07-14 | 19.0 Allergens and Identity Preservation (BRC clauses 5.3, 5.4, 5.5) | 0 | N/A | N/A | N/A |
| 2018-08-23 | PRG 4.0 Supplier Approval (BRC clause 3.5.1, 3.5.2, 3.5.3) | 0 | N/A | N/A | N/A |

In addition to the internal audit program, there was a program of planned inspections for hygiene and housekeeping as well as fabrication using specific checklists based on the area inspected. These were scheduled by week and broken down by lines and support areas. Inspections were conducted weekly and covered all process areas monthly. Deviations identified were reported in the Management Review Workbook and discussed in weekly review meetings. Implemented actions were verified by personnel

different from those carrying out the corrective actions. Inspections from 2018-09-26, 2018-10-16 and 2018-11-20 were reviewed and found to be completed on time.

## 3.5 Supplier and raw material approval and performance monitoring

### 3.5.1 Management of suppliers of raw materials and packaging

There was a documented supplier approval and monitoring system in place, titled Supplier Approval and Performance Monitoring Program, 4.0, version 6, 64/2018. This required that the organization performed a risk assessment of each raw material or group of raw materials to identify potential risks to product safety, legality and quality including allergen contamination, foreign body risks, microbiological contamination, chemical contamination and substitution or fraud. The risk assessment was last conducted on 2018-08-21. The approved supplier list was dated 2018-08-12.

Annual assessments of suppliers were carried out. Monitoring of suppliers included looking at compliance of Certificates of Analysis to specifications, updated approval documents, current GFSI audit certificate and renewal of supplier questionnaire every three years.

Existing methods to accept raw materials were consistent with the reviewed risk assessment which included the following means of control: visual inspection, receipt of Certificates of Analysis, Letters of Guarantee.

During the audit a sample of supplier assurance records was conducted:

| Item | Risk rating | Method of assessment | Valid until |
|---|---|---|---|
| High Fructose Corn Syrup | Low – Not expected to occur | SQF certification | 2019-02-25 |
| EZ Sour | Low – Not expected to occur | SQF certification | 2019-07-12 |
| Yeast | Low – Not expected to occur | FSSC certification | 2019-08-27 |
| Polyethylene bags | Low – Not expected to occur | Third party audit certificate, Letter of Guarantee | 2019-09-13 |

Exceptions to the supplier approval process include the following controls: inspect 100% of the product, Certificate of Analysis must be supplied including microbiological testing results, and specification and third party audit report supplied.

No materials were purchased from agents or brokers.

### 3.5.2 Raw material and packaging acceptance and monitoring procedures

The Receiving Procedure for Palletized (Bagged) and Bulk Ingredients, SOP 18.1.2, version 3, 6/30/15; described controls for acceptance of raw materials and packaging materials. A list of raw materials and requirements to be met for acceptance was available and observed to be followed. Materials sampled during the audit to ensure compliance with the defined requirements are as follows:

| Material description | Defined means of control | Evidence provided | Comments |
|---|---|---|---|
| High Fructose Corn Syrup | Visual inspection, Specification, Certificate of Analysis and Bill of Lading with each shipment, Letter of Guarantee, | Incoming Trailer Inspection Log, 2018-08-27; Certificate of | |

| | | | |
|---|---|---|---|
| | | Analysis and Bill of Lading, 2018-08-27 | |
| EZ Sour | Visual inspection, Specification, Certificate of Analysis with each shipment, Letter of Guarantee, | Incoming Trailer Inspection Log, 2018-08-20; Certificate of Analysis, 2018-08-02 | |
| Yeast | Visual inspection, Specification, Certificate of Analysis and Bill of Lading with each shipment, Letter of Guarantee, | Bulk Trailer Inspection Log, 2018-08-20; Certificate of Analysis and Bill of Lading, 2018-08-20 | |
| Polyethylene bags | Visual inspection, Letter of Guarantee | Incoming Trailer Inspection Log, 2018-08-290; Letter of Guarantee | |

Claims of authenticity for honey were identified.

### 3.5.3 Management of suppliers of services

The Service Supplier Policy, 4.5.1, version 4, 6/4/2018; covered the approval process for suppliers of services. It identified management responsible for the suppliers and identified the requirement of service suppliers to adhere to food safety rules. Contracts reviewed at the time of the audit included pest control, bakery waste, transport and uniform service. The terms of the contracts included compliance of the contractor with food safety requirements.

### 3.5.4 Management of outsourced processing and packing

There were no outsourced processes for this facility.

### 3.6 Specifications

Specifications were in place for raw materials, packaging and finished product. The supplier's specification was used for raw material and packaging. Finished product specifications were developed using a template to ensure the right information was included.

Specifications were either formally agreed with customers or proof that they were issued to the customer was maintained. The Specification Procedure, PRC.21.0, revision 2, 6/16/2014; included the requirement to review specifications when product/ materials change or at least every three years.

The following specifications were reviewed as part of site inspection and traceability with following results:

| Type of Specification | Description | Specification | Last review date | Comments |
|---|---|---|---|---|
| Final Product | Circle Sourdough Bread | Doc. 21.6.261, version 3 | 2018-10-26 | |
| Raw material | E-Z Sour Sourdough Base | P36915 | 2016-1-29 | |

| | | | | |
|---|---|---|---|---|
| Raw material | High Fructose Corn Syrup 55 | 031090 | 2018-02-11 | |
| Packaging material | Polyethylene Bag No Print | Bag #61 | 2015-12-28 | |

## 3.7 Corrective and preventive actions

The method for carrying out corrective and preventive actions was included in the programs where a failure might occur. This included the HACCP program, customer complaints program, internal audits, self-inspections and non-conforming product program. The bullet points of section 3.7 were covered through these activities.

Information from identified failures in the food safety, legality or quality of the products was used to make necessary corrections and prevent recurrence of the issues. The organization manages existing corrective and preventive actions via root cause analysis. Several examples were seen in the complaint program, non-conforming product program and self-inspection program. The issues appeared to be handled appropriately and, in a manner, to prevent recurrence.

## 3.8 Control of non-conforming product

The Non Conformance Program, PRG 11.0, version 6, 6/17/18; was in place. The program included controls and responsibilities for out-of-specification raw materials and finished goods to avoid unauthorized release. The requirements stated that products that were damaged showed signs of contamination, showed evidence of pests, had exceeded temperature requirements, had expired code dates or wrong code dates would be put on hold. The Quality Assurance/ Food Safety Manager could release holds.

Non-conforming raw materials and products were identified by the use of Caution tape and electronically to avoid accidental release. There had only been three items on hold in 2018. They appeared to have been handled properly.

## 3.9 Traceability

The Recall and Traceability Program, PRG 1.0., version 10, 6/16/18; defined the system that allowed the company to trace all raw material product lots including primary packaging from their suppliers through all stages of their process until one step out of their responsibility and vice versa.

Lot numbers were marked on raw materials and packaging and were used to trace those materials. Date codes were noted on bins of ingredients in the scaling areas. The Quality Assurance department verified that lot numbers on raw materials matched those on the Certificates of Analysis. Finished products were marked with a sale date that was printed on the Kwik-Lok closures.

Traceability tests were conducted at least annually and were required to be successfully completed in four hours.

The organization provided evidence of internal traceability exercises as follows:

| | Product | Date of production | Amount Produced | Amount traced | Time required / Comments |
|---|---|---|---|---|---|
| Forward trace 2018-04-11 | Honey | Received 2018-03-27 | 780lb received | 780lb were traced | One hour 28 minutes |
| Backward trace 2018-04-11 | Honey wheat 4" hamburger buns | 2018-03-29 | 2350 units | 2350 units were located. | One hour 28 minutes |

An onsite traceability test was successfully conducted on:

| | Product | Date produced | BB date | Mass balance | Time required |
|---|---|---|---|---|---|
| Backward trace From finished product | Circle Sourdough Bread | 2018-09-02 | 2018-09-14 | 100% was located. | Two hours 15 minutes |
| Forward trace From raw material | EZ Sour | 2018-08-01 | 2018-12-01 | 100% was traced to finished product. | Two hours 15 minutes |

The company ensured that its suppliers of raw materials had an effective traceability system through the supplier approval program. All suppliers were GFSI certified.

Rework was not used here.

## 3.10 Complaint handling

There was a fully documented complaint handling program titled, Customer Satisfactory and Complaint Program, PRG 9.0, version 6, 6/16/18.

Complaints were received by the Customer Service department and were then passed on to the Quality Assurance group. A customer complaint form was completed, and an investigation was conducted. An immediate response was required for food safety complaints. Other complaints were responded to in 72 hours. The complaints, investigations and responses were entered into the complaint database. The organization demonstrated the means to analyze and trend complaints and in case of significant increase in complaints or serious complaints, the root cause was determined as part of the action plan.

The main causes of complaints were quality related: hard bread, pieces too small, bread not sliced right.

Customer complaints were a KPI and the number per million units was reported. The average number of complaints per million units was 3.5 and the average of food safety related complaints was 0.5.

Complaint records reviewed during the audit demonstrated a proper documented and implemented system. One example from 2018-08-19 was a piece of hard plastic in bread that was found to have come from a broken guard that was replaced. Another example from 2018-10-19 was five packages of product with rodent gnaw marks. This was investigated, and no evidence was found that the activity came from the plant.

## 3.11 Management of incidents, product withdrawal and product recall

The Business Continuity and Crisis Management Program, 22.0, version 10, 10/30/2018; covered the site's crisis management process, including communication, logistics, designated contacts, and steps to follow. The procedure had specific instructions for disruption of water and energy utilities, transportation failures, fire, malicious contamination, and extortion.

The Recall and Traceability Program covered the site's withdrawal and recall process. The recall team included members of the HACCP team and senior management. The contact list included regulatory authorities, emergency services, specialty laboratories, and legal counsel. Mock recalls were conducted twice yearly.

The recall procedure was tested at least twice a year to ensure effective operation. The tests showed that the site's responsibilities were properly understood and capable of being promptly enacted. This site was the only facility in the company.

The mock recall was conducted 2018-10-30 with the following results:

| Date | Product | Batch traceability | Key timings | Corrective actions |
|---|---|---|---|---|
| 2018-10-30 | Table Boules | 7122 units produced on 2018-07-11 | One hour and four minutes | None were needed as no issues were noted. |

The company has confidence in its out of hours protocol as evidenced by conducting mock recalls outside normal business hours.

There had been no withdrawals / recalls in the last 12 months. The procedure stated that in the event of a product recall, the certification body should be informed within 3 working days of the decision to issue a recall.

### 3.12 Customer focus and communication

Customer requirements were communicated to employees through updates to formulas and mixing instructions. Customer specific code date instructions were recorded on the Code Date Calendar. There were no customer-specific requirements for raw material suppliers.

### Details of non-applicable clauses with justification

| Clause reference | Justification |
|---|---|
| 3.5.1.3 | No materials were purchased from agents or brokers. |
| 3.5.4 | There were no outsourced processes used for the products produced here. |
| 3.9.4 | Rework was not used here. |
| 3.12.2 | There were no customer specific requirements for suppliers of raw materials. |

## 4. Site standards

### 4.1 External standards

The production site was situated in a light industry business park. Surrounding businesses included a dry ingredients manufacturing site, a business storing car transporters and streets. A plant tour around the perimeter was conducted and no activities were observed which may have an adverse impact on product.

External areas were observed to be well maintained. All areas around the building were observed with sufficient clear areas to discourage rodent burrowing. Roads around the plant were observed to be paved

and in good condition. Landscaped areas were properly maintained with no weeds or tall grass or shrubbery sited too close to the building.

Building fabric was in good condition. Dock doors were observed to close properly and there was no evidence of bird roosting sites. Pipe and vent openings were adequately proofed.

## 4.2 Security

Security systems were in place as defined in the 6.0 Food Defense Program, version 7, 6/10/18. A documented risk assessment using the FDA Food Security Checklist had been conducted on 2017-07-13 and was reviewed annually. The last review was 2018-06-10.

A visitor reporting system was in place. All visitors reported to the security guard who let them in the building and had them sign-in. All visitors were accompanied. Entry into the building required a key fob or passcode.

Employee training in food defense was conducted 2018-01-02 to 08 with additional training in April and May of 2018.

All external storage tanks and silos were locked, and the inlets were locked as well.

The site was registered with the FDA, expiration date 2020-12-31.

## 4.3 Layout, product flow and segregation

The factory layout, process flow and movement of personnel appeared acceptable. A plan of the site, Layout and Product Flow, was available and dated 2018-06-14 and defined all relevant areas and access points, location of staff facilities and routes to the facilities from place of work, production flow, and routes for removal of waste. There was no rework handled here.

Contractors and visitors were made aware of company procedures through the sign-in process and review of the General Induction Sign-in Acknowledgement, 8.14.1, 10/22/2018. Contractors were accompanied by a maintenance employee.

The site tour demonstrated that the plant has sufficient work space and storage capacity to enable proper hygienic conditions.

There were no temporary structures in the facility.

The map provided by the plant and assessed by the auditor demonstrate the following areas:

| Areas | Location | Level of control |
|---|---|---|
| High-risk | N/A | |
| High-care | N/A | |
| Ambient high-care | N/A | |
| Low-risk | Mixing, dividing, proofing, baking, bagging | Protective clothing, hair nets, beard nets, hand washing, compliance with GMPs |
| Enclosed product | Raw material warehouse, finished goods warehouse, bulk raw material storage and sifting | Protective clothing, hair nets, beard nets, hand washing, compliance with GMPs |

| | | |
|---|---|---|
| Non-product | Offices, maintenance shop, support areas | Compliance with GMPs, hair nets, beard nets and protective clothing outside offices |

## 4.4 Building fabric, raw material handling, preparation, processing, packing and storage areas

The fabrication of the site, buildings and facilities was observed to be suitable for intended purpose:

| | |
|---|---|
| Walls | The walls were constructed of painted wood and fiberglass reinforced paneling. They were in good condition and no accumulations of dirt, condensation or mold were noted. Walls appeared to be included in the cleaning program. |
| Floors | The floors were worn in places but were in adequate condition. They were adequate for process needs. They were noted to be clean during the physical audit. |
| Drainage | Drains were included in the cleaning program. The Drain and Pipe Flow Sample Site diagram showed the location of the drains. Grates were in place to keep out pests. |
| Ceilings and overheads | The ceilings were wood covered in aluminum. The ceilings were old but in adequate condition. No obvious product residue build-up was noted. There were no suspended ceilings or roof voids in production or storage areas. |
| Windows, roof glazing and ventilation | There were no windows or roof glazing that were opened for ventilation purposes. There were no glass windows in production areas. They were all constructed of plastic material. Ventilation was adequate to control dust and condensation. |
| Doors | Doors were in good condition and those opening to the outside were pest proof. Dock doors were sealed to keep out unwanted pests. |
| Lights | Lighting in the facility was provided by protected LED light fixtures. The light was adequate for proper inspection and performance of plant operation. Insect light traps were provided with protected light tubes. Skylights appeared to be well sealed to keep out water. |

There were no high-risk or high-care areas in this facility.

## 4.5 Utilities – water, ice, air and other gases

The water distribution schematic diagram, Hot and Cold Water Line Sample Site Map, 22.1, 11/12/15; was used as a basis for water sampling. All water was potable and provided by the city of Jurupa. A testing sample schedule was in place and required quarterly microbiological and chemical quality tests conducted by an external lab. Satisfactory results for coliforms and HPC dated 2018-08-27 and 2018-04-27 were seen. The results for the fourth quarter testing had not been returned.

Non-potable water was not used.

Compressed air was used, and the organization had identified the steps in the process where compressed air came into contact with product and primary packaging. In those cases, the air was filtered at point of contact with a five micron filter replaced according to the preventive maintenance schedule. Air monitoring for yeast and mold was carried out semi-annually and was last done on 2018-12-01. Results do not identify any concerns.

The organization did not use other gases.

Steam was in contact with product and was generated with boiler chemicals suitable for contact with product.

## 4.6 Equipment

Food processing equipment included industry standard dough mixers, dividers, proofers, ovens, coolers, baggers, and related transfer equipment such as conveyors and pumps. Food contact surfaces were made of stainless steel or food grade plastics. Documentation of suitability for use with food was maintained.

## 4.7 Maintenance

The organization planned, tracked and recorded their preventive maintenance program based on the CAMZ database. The system had controls in place to provide corrective and preventive maintenance based on defined routines. An equipment list was generated for weekly and monthly tasks. The list of tasks was sent to maintenance personnel electronically. The tasks have a place in the list to sign off yes or no that all tools, parts and other debris have been picked up and removed.

Temporary repairs were controlled by the SOP for Temporary Repairs, SOP 15.12.6, version 3, 6/24/18. Temporary repairs were entered into the CAMZ system and a work order would be written for a permanent repair.

Maintenance work was followed by picking up tools and parts and removing them. This was then signed off on the task.

Start up checks were conducted to ensure no parts were left behind and there were no issues with grease or other debris.

There were no high-care or high-risk areas in this facility.

The maintenance team members were supported by contractors as appropriate.

Food grade lubricants including allergen status were listed in the approved chemical list. Location, identification and clear determination on where permissible for use were evaluated and considered to be satisfactory. The food grade status of oil and grease was clearly marked on the container. These items were segregated from non-food grade oils and greases.

The engineering workshop was situated in a separate area and was observed to be well controlled with swarf mats in place to control contamination in other areas.

Maintenance routines were assessed during the audit for the following equipment:

| Equipment | Routines verified | Period Reviewed | Comments |
|---|---|---|---|
| Flour system blower | Monthly | 2018-11-16 | Completed according to defined routines and properly documented including details of who performed the routine. |
| Sifter screen checks | Weekly | Month of November, 2018 | Completed according to defined routines and properly documented including details of who performed the routine. |
| #5 Pan-O-Mat | Every two weeks | 2018-12-03 | Completed according to defined routines and properly documented including details of who performed the routine. |

| | | | |
|---|---|---|---|
| #5 KRD Divider and Rounder | Weekly | 2018-12-02 | Completed according to defined routines and properly documented including details of who performed the routine. |

## 4.8 Staff facilities

Suitable staff facilities were provided for breaks and changing. Changing rooms were adequate for the number of staff employed. Lockers were provided for personal items and clean production clothing was stored in separate lockers. Clean and dirty production clothing were properly segregated through the use of bins for dirty clothes and designated lockers for clean uniforms.

Suitable handwashing facilities were in place. There were numerous hand washing sinks in the production room and all were supplied with warm water and hands-free soap and paper towels. Toilets were segregated in a separate hallway off of production.

Adequate smoking facilities were provided outside the building and provisions were made for smoker's waste. Policies included the use of electronic cigarettes.

The break room was provided with refrigerators and ambient food storage. There were vending machines in place. One vending machine was refrigerated and used an electronic form of health control that kept the machine from being used if the internal temperature went above 45°F. Eating was also allowed in designated areas outside.

There were no high-care or high-risk areas in this facility.

## 4.9 Chemical and physical product contamination control

### Raw material handling, preparation, processing, packing and storage areas

Programs and procedures were used to control chemical and physical contamination. Several documents were on file to aid in this: Operational Practices Program, 13.0, version 6, 6/22/18; Chemical Control Program, 14.0, version 5, 6/24/18; SOP for Knives and Sharp Objects, SOP 13.4.1, revision 4, 6/22/18; Glass, Brittle or Hard Plastics and Ceramics Control Program, PRG 13.13, version 4, 6/22/2018; Glass, Brittle or Hard Plastics and Ceramics Risk Assessment; and SOP for Wood Control, SOP 13.1.1, revision 4, 6/22/18.

### 4.9.1 Chemical control

The Chemical Control Program included the details of approving and controlling chemical use. Cleaning chemicals and lubricants were properly identified in the existing list of approved chemicals, properly contained and segregated with non-food grade chemicals in specified lockers located in the maintenance area and sanitation room

When in use, chemicals were properly identified, and employees were aware of and trained on their proper use. Safety Data Sheets were made available and used as part of existing training programs.

Training in the use of chemicals was conducted during the regular GMP training.

Confirmation of suitability for use with food was considered during the approval process. The Quality Assurance/ Food Safety Manager and VP of Manufacturing signed off on chemical approvals. Suitability

for use in food plants was verified by NSF registration status (H1) and suppliers' letters of suitability for incidental food contact. Supplier specifications for maintenance items (lubricants) and process aids (trough grease, palm shortening, release agent) were on file at the time of the audit.

Strongly scented or taint-forming materials were not used for general use. There were guidelines for their use that included when and how they could be used.

### 4.9.2 Metal control

Sharp metal implements were controlled according to the SOP for Knives and Sharp Objects. This required that knives be issued and inspected on a regular basis. This applied to slicer blades too. Snap-off-blade knives were not observed and were not allowed to be used.

The Operational Practices Program confirmed that packaging/ingredients which use staples are not permitted. Policies were in place to avoid the use of staples, paper clips etc.

### 4.9.3 Glass, brittle plastic, ceramics and similar materials

The site's Glass, Brittle or Hard Plastics and Ceramics Control Program included instructions not to bring in glass and glass breakage protocols and inspection instructions.

Inspections were scheduled through the preventive maintenance system and were conducted monthly throughout the plant. The inspection forms included details of equipment inspected, the glass and brittle plastics items involved (sight glasses, machine guards, etc.), initials of the inspector, and management review. Overhead lighting throughout the plant was inspected under a separate checklist. Each year, a plant-wide audit was conducted to compare the types and total counts of glass and brittle plastics items in the plant with those in the preventive maintenance system.

Breakage protocols included area cleaning procedures, post-cleaning inspection, changing of workwear, and management release prior to returning the area to operations. If breakage did occur, it would be recorded on the Glass, Brittle or Hard Plastics and Ceramics Control Sign-Off Check Sheet, Doc. 13.13.2, version 2, 6/22/218. No breakage was reported in the last year.

### 4.9.4 Products packed into glass or other brittle containers

There were no products packed into glass or other brittle containers.

### 4.9.5 Wood

The SOP for Wood Control included control of wooden pallets. Pallets must be clean and in good repair and were inspected before use. Wood pallets were allowed in bagging areas for stacking finished product and in other areas for staging of ingredients. No issues were noted with pallets during the physical audit.

## 4.10 Foreign-body detection and removal equipment

### 4.10.1 Foreign-body detection and removal equipment

A documented risk assessment dated 2018-06-14 had been carried out to identify the potential use of equipment to detect or remove foreign body contamination. Foreign body detection equipment in place included strainers, a sifter and metal detection. The Foreign Material Control Program, 13.7, included the details of foreign material control.

### 4.10.2 Filters and sieves

60 mesh filters were located at the receiving inlet for bulk oil and corn syrup. They were inspected at the time of receiving of these items and were checked during the physical audit. No issues were noted. The checks of the filters were noted on the receiving log.

A sifter using a 30 mesh screens was located in the flour delivery system prior to dough formulation and mixing. The screen was inspected weekly as part of the preventive maintenance system and the checks were documented in the system.

Tailings were inspected daily for indication of damage or other issues in the flour delivery system. The Daily Flour Sifter Logs recorded the details of date and time, silo number, shift number, maintenance initials, quantity, findings (clean flour), corrective action (none noted), and QA initials.

### 4.10.3 Metal detectors and X-ray equipment

Metal detectors were in place on all lines. They were located at the end of the line after the product was wrapped.

Metal detectors included an automatic rejection device using belt retraction or air blow-off with an alarm. Rejected items were isolated in a secure location.

The SOP for Monitoring Metal Detectors, SOP 7.16.2, version 11, 6/14/2018; defined the controls for testing of the equipment including responsibilities, operating conditions including sensitivity; methods and frequency of checks and requirement to document the obtained results. An issue was noted during the physical audit with a new type of metal detector that required pieces of product to be sent through the detector, so it could "learn" the product.

**Minor Non-Conformance 4.10.3.3: A new metal detector on Line 1B was installed recently. Line 1B was mainly used for overflow product or if Line 1A was not working properly. When the Line 1B metal detector was checked during the physical audit, the test pieces were not rejected. The metal detector worked by "learning" the product when a few pieces of product were run through the detector. After the first few loaves were detected by the metal detector, it worked as expected. There was no requirement in the metal detector procedure to run product through the metal detector before checking it at shift start-up or after the line was down.**

The metal detectors were a CCP. Following are the details of the metal detectors:

| Type and size of test pieces | Frequency of verifications | Method used | Action plans when failures in the equipment |
|---|---|---|---|
| Fe=2.0mm<br>NFe=2.0mm<br>SS=3.0mm | Beginning and end of production shift and every hour during the run by wrapping or production foreman. Maintenance checked at start-up and Quality Assurance also checked. | Test pieces were placed in the center of the product pack, packs were run through the center of the metal detector three times each, and the operator observed whether the visual alarm light, audible alarm buzzer, and rejection mechanism functioned. | The line would be stopped, and all product held to the last good check. Supervisors, Quality Assurance and maintenance personnel would all be notified. Once the detector was running again, the held product would be run back through the metal dectector. |

Tests of all running lines were conducted during the physical audit and they were noted to be conducted properly.

### 4.10.4 Magnets

Magnets were not used in this process.

### 4.10.5 Optical sorting equipment

Optical sorting equipment was not used in this facility.

### 4.10.6 Container cleanliness – glass jars, cans and other rigid containers

Glass jars, cans and other rigid containers were not used here.

### 4.11 Housekeeping and hygiene

A team of 20 cleaned the facility during two down days per week. A Master Cleaning Schedule was available that listed the cleaning task, SSOP and person assigned to. As tasks were completed, they were marked with a 1, scheduled tasks were marked with a 2 and unscheduled tasks were marked as NS. The tasks were scheduled for daily, weekly, monthly, quarterly and yearly. When a line was scheduled for cleaning, all pieces of equipment on the line were cleaned. A daily activity log was used to record daily cleaning along with visual inspection and ATP testing.

SSOPs were written and four were reviewed: Stringline Wet Proofer (Line3), Doc. 3.6.18, version 5, 11/12/18; Royal Divider (Line 2C), SSOP 3.6.6; Moulders, Doc. 3.6.19, version 5, 5/29/18; Mixers, SSOP 3.6.9, version 5, 5/29/2018.

Prestart checks and equipment cleanliness were verified during the audit. All equipment was verified as visually clean and this was documented. ATP checks were conducted on food contact surfaces for the mixer bowl, dough hopper, rounder, cooler belt and wrapping belt. The CHARM system was used. A reading over 299 would require recleaning and retesting.

The site was generally maintained in appropriate levels of cleanliness. The tray wash room was disorganized with standing water and some dirt accumulations.

**Minor Non-Conformance 4.11.1: The tray wash room was a separate room away from production and raw material/ finished product storage. The room had been enclosed recently with metal walls. There were a lot of damaged racks, dollies, and other items stored in this room and this was limiting access to the perimeters of the room and making cleaning difficult. Metal pieces stored along one wall had allowed dirt to accumulate. Standing water was noted on the floor to one side where access was limited.**

Cleaning records were analyzed, and trend analysis were available to instigate improvements where required. The percentage of cleaning tasks completed was a KPI and the average completion rate was 83.86%

Cleaning equipment seen was suitable for use. There were no high-care or high-risk areas in the facility.

### 4.11.7 Cleaning in place (CIP)

Clean-In-Place was used for the cream yeast handling system. It was installed in 2006 and a schematic diagram of the layout of the CIP including process piping circuits was available. The schematic of the system layout as built was dated 2006-11-13. Further schematics were available for electrical (2006-07-14) and plumbing (2006-05-09). The layout of the system as observed during the site tour matched the schematics.

Validation was performed in 2006 by the company that installed the system. No changes had been made to the system since it was installed.

Process parameters were available and provided to employees by data loaded in the electronic system which included time, detergent concentration, flow rate, temperature. The chemical supplier monitored the chemical concentrations and detergent inventories. Further instructions were available in the SOP Cream Yeast CIP Chemical Control document.

CIP processes were verified by ATP testing after each wash. Test results from 2018-11-01 to 26 were seen and no issues were noted. pH levels in the reclaim tank were also tested.

## 4.12 Waste / waste disposal

Edible waste was collected in a compactor at the rear of the plant and sent for animal feed. The container was emptied regularly, and the area cleaned during container changes. A trash compactor was also located there. The area around the compactors was clean and tidy. Cardboard recycling was carried out.

A small number of branded products were handled in this facility and would be disposed of in the organic waste container. Unsafe product would be destroyed by a contractor in accordance with their documented procedures.

## 4.13 Management of surplus food and products for animal feed

Surplus customer-branded products would be disposed of in the bakery waste container. The processor removes all packaging during the processing steps.

There were no sales of customer-branded products to staff or donated to charities.

Organic waste and packaged products were collected in special waste bins and dumped in the bakery waste container. The processor replaced the container on a regular basis, depending on use. The container notified the processor when it was time to replace it. The organic waste collector was licensed for this activity.

## 4.14 Pest Control

Pest control activities were carried out weekly by an external contractor. The site did not undertake their own pest control work.

The following is a description of the existing program:

| | |
|---|---|
| Contract or document that described service | 2018-01-02 |
| License or permit | The business license and pest control technician licenses were issued by the Structural Pest Control Board of California. Business license expiration date: 2019-12-31. Technician license expiration date: 2021-06-30 |
| Pest covered | Rodents, crawling and flying insects |
| No. of routine visits | 52 |
| Station map | Dated 2018-01-02 and matched the existing numbered pest control devices. |

| | |
|---|---|
| Type of used pest control devices | Interior mechanical rodent traps checked weekly, exterior bait stations checked twice a month, pheromone traps checked monthly, insect light traps checked weekly. |
| In-depth pest control surveys | Performed annually by the external pest control technician and last done on 2018-06-15 |
| Controls in case of infestation | Controls in case of infestation included cleaning the area and contacting the external pest control company. |

The organization had a list of approved pest control products to be used including specimen labels and SDS. Bait stations were robust and secured in place. Toxic rodent baits were not used inside the building. Insect light traps and pheromone traps were correctly sited.

Inspection reports provided details of the inspections conducted. When any activity was reported inside or outside the facility, recommendations were provided, and actions were taken over such recommendations.

Reports are assessed every quarter for trending and included catch analysis. Existing information provided evidence to support that no infestations had occurred in the last 12 months.

Training on pest control was conducted with the annual GMP training. Employees understood to contact a supervisor if pest activity was noted. A pest sighting log was also available.

No evidence of pest activity was noted during the physical inspection.

## 4.15 Storage facilities

The 18.0 Receiving Storage and Transport Program, version 7, 6/30/18; explained the requirements for receiving, storage and shipping of raw materials and product.

The storage facilities were observed to be satisfactory. Allergenic material containing dairy was segregated from other ingredients by location and partition. Packaging was stored separately from ingredients and raw materials.

There was no refrigerated or frozen storage here. Controlled atmosphere storage was not applicable. There were no raw materials, packaging or finished goods stored outside.

Stock rotation was facilitated through the method of First In First Out. The warehouse was not large and if a raw material stayed in the facility more than a month, it was inspected. No issues related to rotation were seen.

## 4.16 Dispatch and transport

Dispatch of finished product was observed to be satisfactory. Delivery trailers were inspected prior to dispatch which included documented checks of the physical condition of the delivery trailer for smell, damage, pest evidence, debris and incompatible materials. The checks were documented on the Incoming Trailer Inspection form. The Receiving Storage and Transport Program was used to support these inspections.

Traceability was ensured by the use of expiration dates on the Kwik-Lok tags used to close the product bags and records were available for traceability exercises.

Bulk flour and liquids were received in this facility. The security guard accepted the bulk flour deliveries and it was determined that the delivery hose brought with the flour was not being inspected before use.

**Minor Non-Conformance 4.16.4: Bulk flour deliveries were accepted by the security guard. The guard met the driver and checked the paperwork and made sure the tanker was hooked up to the right silo. The flour delivery hose belonged to the transport company. A wash ticket was provided with the delivery paperwork but neither the hose nor the hose holder were being inspected before unloading began.**

Temperature controlled transport was not needed in this facility.

The documented procedures for transportation included restrictions in the loads, security measures during transit, and instructions in case of breakdowns or accidents.

Vehicles were provided by a mix of customers and third party contractors. A dedicated trucking company was used for product deliveries managed by the facility. The approved trucking company met requirements which were included in contracts and stated trailers used would be suitable for use in the delivery of food.

**Details of non-applicable clauses with justification**

| Clause reference | Justification |
|---|---|
| 4.3.5, 4.4.13, 4.8.4 | No high-risk areas were identified in this facility. |
| 4.3.6, 4.8.5 | No high-care areas were identified in this facility. |
| 4.3.7 | No ambient high-care areas were identified in this facility. |
| 4.3.9 | There were no temporary structures in the facility. |
| 4.4.4, 4.7.5, 4.11.3 | There were no high-risk or high-care areas in this facility. |
| 4.4.6 | There were no suspended ceilings or roof voids in production or storage areas. |
| 4.4.7 | There were no windows or roof glazing that were opened for ventilation purposes. |
| 4.5.3 | Non-potable water was not used. |
| 4.9.4 | There were no products packed into glass or other brittle containers. |

| | |
|---|---|
| 4.10.4 | Magnets were not used in this process. |
| 4.10.5 | Optical sorting equipment was not used in this facility. |
| 4.10.6 | Glass jars, cans and other rigid containers were not used here.4.9.4 |
| 4.13.2 | There were no sales of customer-branded products to staff or donated to charities. |
| 4.14.3 | The site did not undertake their own pest control work. |
| 4.15.3 | There was no refrigerated or frozen storage here. |
| 4.15.4 | There was no controlled atmosphere storage here. |
| 4.15.5 | There was no outside storage of raw materials, packaging or ingredients. |
| 4.16.3 | Temperature control for deliveries was not required. |

## 5. Product control

### 5.1 Product design/development

A product development and design procedure was in place, titled Product Design and Development Program, Doc. 20.0, version 4, 7/29/16, reviewed 8/24/18. The procedure applied to new and modified products and included a HACCP review and food safety risk analysis and production trials. It covered production description, raw materials, processing, storage requirements, staffing, sample retention and document requirements. An approval form, Doc. 20.1, was used to record the details.

Restrictions to the scope of new product would be to not incorporate additional allergens.

Shelf life tests were conducted following documented protocols for new products or ones that changed significantly. The product was held from six to 10 days or until it went moldy. Some ongoing shelf-life testing was carried out on table boules and others. Checks were conducted quarterly and recorded.

An example from 2018-09-12 was seen that covered removing HFCS from a white 4" hamburger bun and replacing it with granulated sugar. Enzymes were also added. A shelf life study was carried out and the shelf-life was not affected.

### 5.2 Product labelling

The majority of the products manufactured here were wrapped in clear polyethylene bags that were supplied to institutional and food service customers. The expiration date of the product was printed on Kwik-Lok bag closures. A fact sheet including the name of the product, a nutritional facts label, ingredient

list and date was supplied to customers receiving product in plain polyethylene bags. The fact sheets were prepared in-house using a nutritional facts panel program. Labeling information was reviewed annually or if ingredients changed.

There were two customers that had printed product bags used for product for retail sales. The customer supplied the label file to the printing company and facility personnel verified the ingredients against the formula.

There were no products designed to enable a claim to be made to satisfy a consumer group.

## 5.3 Management of allergens

The company had an allergen control procedure in place titled 19.0 Allergen Program, version 8, 9/9/18. It included an assessment of raw materials to establish the presence and likelihood of contamination by allergens. This was carried out through the HACCP program raw material hazard analysis.

A list of allergen-containing raw materials, processing aids, intermediate and finished products was available. Allergens on site were wheat and dairy. Wheat was in all products and the dairy ingredient was in two bun products that were produced on one line at the end of the shift, before the line was cleaned.

A risk assessment, Cross Contamination Risk Assessment, 7.10.2, dated 2018-10-17 had been conducted to identify routes of contamination. The allergen was in two milk powders and the risk of contamination due to powder in the air was minimal.

There was no rework used here. The nature of the production process was such that cross-contamination from an allergen could be prevented. There were no claims made regarding suitability of a food for allergy or food sensitivity sufferers.

Cleaning methods had been validated using Neogen test kits:

| Allergen | Protein Specific Swab / Finished Product Testing etc | Date |
|---|---|---|
| Milk | Neogen allergen kit, Reveal 3D for dairy, done monthly | 2018-11-29 |

Line start up checks were in place for product change over to ensure the right bag was being used. There were two customers with retail product wrappers. The Bag Traceability Log was used to record bag numbers and lot numbers.

## 5.4 Product authenticity, claims and chain of custody

The company had access to information on risks of adulteration or substitution of raw materials via trade associations. government sources, and private resource centers.

A vulnerability risk assessment using CARVER + Shock, dated 2018-10-17 was made available to assess the potential of adulteration or substitution. Due to the assessment, the organization identified flour and milk powder as having high vulnerability to substitution or adulteration. Controls included purchasing products from approved US vendors, requiring a Certificate of Analysis for each delivery, requiring a Letter of Guarantee, using locks and seals on delivery vehicles, requesting a third-party audit and, in the case of the milk powder, sending product out for testing twice a year.

There were no product claims dependent on a status of a raw material. There were no claims made about methods of production and there was no need for the process flow to be document and potential areas for contamination or loss of identify to be identified.

## 5.5 Product packaging

There were no particular characteristics that suppliers of packaging material should be made aware of. All products were packaged in polyethylene bags and most were clear bags with no label. Two customers required bags with preprinted labels. Letters of guarantee were on file for the bags. No product lines were used here.

## 5.6 Product inspection and laboratory testing

### 5.6.1 Product inspection and testing

Product testing was carried out monthly by scoring the product. There were 200 types of product and the testing was organized by SKU and product formula. Tests conducted included overall appearance, package weight, measurements, slice count and thickness, internal defects, grain, First Bite Tenderness, moisture, flavor, aroma and texture. The results of the scoring were recorded and a score of >80% meant no corrective action was necessary; <80% meant the process controls should be reviewed with production and <70% would notify production and Quality Assurance to review the product. There had been no specific trends identified.

Daily checks were also carried out and test results are compared against product specifications or acceptability criteria to identify compliance and relevance of reported determinations. When deviations were identified, the organization treated the product as non-conforming product and re-evaluateed test results before actions were taken. Results for a sourdough pillow (bread) from 2018-11-14 was reviewed and appeared to be done in compliance with the program.

Ongoing shelf-life testing was conducted by customer request and to check shelf-life of existing products. An example from 2018-11-25 due to be completed on 2018-12-2 was seen and no issues were noted.

### 5.6.2 Laboratory testing

No pathogen testing was conducted in the facility. It was sent out to an external laboratory accredited to ISO 17025 by A2LA with a certificate expiration date of 2020-02-29. Routine microbiological testing was also sent out to the external laboratory and included finished product testing and water quality testing. There was no laboratory on site for chemical testing and raw material testing and allergen tests were also sent out to an external laboratory. No benchmark or ring testing was conducted here.

A schedule of testing was in place and satisfactory results were seen for:

| Test | Frequency |
|---|---|
| Finished product tested for yeast and mold and APC | Quarterly |
| Water potability | Quarterly |
| *Listeria* testing of drains | Quarterly |
| COA checks of raw materials | Annually |
| Allergen testing for Line 6 (dairy and sesame) | Annually |
| Laundered aprons tested for coliforms and APC | Annually |

## 5.7 Product release

The Wrapping Department Process Control Checks document, 12.1.34, version 3, 6/17/18; was used to record checks of finished product carried out before product was shipped. Products that passed the metal

detector and met the target specifications for bake out weight, product specifications, slice count/ type and correct color and date of Kwik-Lok were released for shipping. Any product that was out of specification or did not pass the metal detector check was put on hold.

**Details of non-applicable clauses with justification**

| Clause reference | Justification |
|---|---|
| 5.2.3 | There were no products designed to enable a claim to be made to satisfy a consumer group. |
| 5.3.5 | There was no rework used here. |
| 5.3.6 | The nature of the production process was such that cross-contamination from an allergen could be prevented. |
| 5.3.7 | There were no claims made regarding suitability of a food for allergy or food sensitivity sufferers. |
| 5.4.4 | There were no product claims dependent on a status of a raw material. |
| 5.4.5 | There were no claims made about methods of production. |
| 5.4.6 | There was no need for the process flow to be documented and potential areas for contamination or loss of identify to be identified. |
| 5.5.2 | No product liners were used here. |
| 5.6.2.1 | No pathogen testing was conducted on site. All microbiological testing was sent to an external laboratory. |
| 5.6.2.2 | There was no laboratory for physical or chemical testing on site. |
| 5.6.2.4 | No benchmark or ring testing was conducted here. |

## 6. Process control

### 6.1 Control of operations

The 12.0 Quality Process Control Program, version 3, 6/17/18; defined the process control program. Production schedules were in place for each week and were discussed at daily meetings. Formulas were available at the point of use and mixing sheets were used to record the ingredients. Divider weights, dough temperature, oven temperature, internal product temperatures, labeling instructions and wrapping

department process control check documents were available. Documents were reviewed during the traceability exercise for product manufactured on 2018-09-02.

The Production Scheduling System included details of formula number, product description, dough in/out times, and ingredient quantities. The Production Reconciliation Report included details of product name and number, quantities produced, waste, samples, totals, and time. The Master Formula Report included details of dough specification number, dough specification description, ingredient name and number, quantity required, and approval signatures. The Dough Temperature log included details of time, product formula, and temperature chart. The Code Date Calendar included details of families of products applicable, sales date, expiration date, Kwik Lok picture, case code date, shelf life, slice thickness, and slices per loaf.

Metal detection was a monitoring parameter and any failures would be addressed in the non-conforming product program.

There were no variations in processing conditions that may occur within equipment critical to the safety or quality of the product.

Equipment failure is covered by the non-conformance procedure.

### 6.2 Labelling and pack control

The SOP for Labeling and Packaging Control, 12.1.48, version 2, 6/17/18; was used to manage bags and the few pre-printed labels used. The company ensured that the correct labelling / packaging was available on line by checking the product schedule and only bringing out the packaging for the current product. The Pre-Operational Report Processing Area, Doc. 12.1.9, version 5, 6/17/18; was used to help track packaging. Only the labels / packaging for the current product were available for use at the line during the physical audit.

Documented checks are conducted at the beginning, during and at the end of production. Wrapping sheets reviewed during the traceability exercise showed the process was working.

The facility had a down day during the audit. No pre-printed packaging was set up for use after the down day as the only product being produced was the company's product.

On line vision systems were not used.

### 6.3 Quantity, weight, volume and number control

The Quality Process Control document was used to manage weights. Dough balls were weighed after the divider to ensure product would meet the final weight requirements. Bake-out weights were also measured to ensure finished product met weight requirements. The Divider Weight record for 2018-09-02 included details of date and time, line, operator, foreman, individual weights, total, average, target, and weight chart (x-bar). The Wrapping Department Process Control Checks of 2018-09-02 included details of date and time, operator initials, product, weight target, and actual weights.

Products packed in Pillo-Paks were sold by the piece. There were no products sold in bulk.

### 6.4 Calibration and control of measuring and monitoring devices

A list of equipment requiring calibration showed that scales, thermometers and metal detectors were calibrated. Each piece of equipment had a label identifying the item and listing the next date for calibration.

Equipment used to monitor CCP's, product safety or legality includes:

| Item | Frequency | Valid until |
|---|---|---|
| Scale | Monthly | 2018-12-05 |
| Metal Detector | Annual | 2019-01-17 |
| Thermometers | Weekly | Ongoing |

Calibrations were carried out using NIST standards. The scale and metal detector calibrations were carried out by external companies.

Reference equipment was stored in the laboratory.

Procedures for control of out-of-specification equipment were available and included documentation of actions taken.

**Details of non-applicable clauses with justification**

| Clause reference | Justification |
|---|---|
| 6.1.4 | There were no variations in processing conditions that may occur within equipment critical to the safety or quality of the product. |
| 6.2.4 | On line vision systems were not used. |

## 7. Personnel

### 7.1 Training: raw material handling, preparation, processing, packing and storage areas

The training program was defined in section 1.17 Training and Education in the Food Safety and Quality Management Program, PRG 1.0, version 10, 5/27/18. All employees were trained before starting work. This included both permanent staff and temporary employees. New hire training included GMPs, personal hygiene, and quality requirements. In addition, the job task training was conducted using the Production Work Instructions for each position. These were found in an Excel spreadsheet and each position had a separate tab. Job tasks reviewed during the audit included Dough Mixer, version1, 1/1/16; Moulder Operator, version 1, 1/1/16; and Scaler, version 1, 1/1/16. New employees worked with trained employees and were supervised through the training period by the foreman or supervisor. There was a probationary period of 90 days.

The Employee Training Master Annual Schedule listed the training topics through the year. It was organized by month. The schedule appeared to be followed when reviewed during the audit.

Contractors working on long-term contracts were also trained in site GMPs.

Employees engaged in activities relating to critical control points were assessed for competency and training requirements. Records for the four employees that checked the metal detectors during the audit were reviewed. They were trained between 2018-5-15 and 24. The employees were able to demonstrate the metal detector checks, what they would do if the metal detector didn't work and what would be done with the product that passed through unchecked.

Training records were maintained on the Training Attendance sheet and those assessed provided the name of the trainer, confirmation of attendance, date and duration, title of the course, and results of training effectiveness. Training was provided in English and Spanish.

The company routinely reviewed the competencies of its staff and if issues were noted, further training would be provided. This would include coaching, education, webinars and hands-on training. If the employee still was having issues, they might be moved to another position or progressive discipline might be used.

### 7.2 Personal hygiene: raw material handling, preparation, processing, packing and storage areas

Personal hygiene rules were documented in 8.0 GMP and Personnel Practices, version 10, 6/16/18; and compliance was checked by supervisors and during self-inspections. The bullet points in clause 7.2.1 were met. During the audit, The GMP rules were observed to be properly followed.

Hand cleaning was observed to be performed appropriately and the GMP and Personnel Practices document included a good bit of detail about the process.

Blue metal detectable bandages were used and a sample of each batch of bandages was checked through the metal detectors monthly and recorded on a check log. The last check was carried out 2018-01-12. Where appropriate in addition to the plaster, a glove was worn. The policy was recorded in the Galasso's Bakery Metal Detector Ear Plugs and Bandage Policy, Doc 8.13.22, version 3, 12/23/14.

Personal medicines were kept in employees' lockers. If a medicine must be taken into production, there would need to be written permission from the supervisor. There was a log of employees that needed to keep personal medicines with them at all times. No issues with this were noted.

### 7.3 Medical screening

The GMP and Personnel Practices included rules regarding notification of management in case of symptoms of infection, disease or condition which would prevent a person working with open food. A list of the illnesses was taken from the Federal Register, Vol. 74, 224. Employees suffering from such illness, condition, or symptom were sent home and could not return until a doctor cleared them to return.

Visitors and contractors were made aware of this requirement through the sign-in process.

### 7.4 Protective clothing: employees or visitors to production areas

Uniforms were supplied and laundered by a third-party service, who had a HACCP plan in place. Employees were issued 11 pairs of pants and shirts and were required to wear hair net and beard nets, where there was a day's worth of beard showing. Maintenance employees wore blue pants and fire-resistant shirts. Visitors and contractors were required to wear a white smock, hair protection, and bump cap while in the plant. The Galasso's Bakery Uniform Policy was in place to define this.

Laundering was validated annually through a microbiological testing program as noted in clause 5.6.1. COAs were supplied that included details of swabs taken (uniforms), test results (within tolerances), and test methods used. Testing was conducted by an accredited laboratory

Gloves in use at this site were made of blue nitrile. Gloves were observed to be appropriately worn during the site tour.

There were no high-care or high-risk areas in this facility.

There were no items of personal protective clothing that could not be laundered.

**Details of non-applicable clauses with justification**

| Clause reference | Justification |
|---|---|
| 7.4.4 | There were no high-care or high-risk areas in this facility. |
| 7.4.7 | There were no items of personal protective clothing that could not be laundered. |

| BID # 19-009<br>BREAD AND BAKERY PRODUCTS<br>PROPOSAL PER VENDOR<br>OPENING: APRIL 3, 2019 | | | | | |
|---|---|---|---|---|---|
| ESTIMATED ANNUAL USAGE | VENDOR | GOLD STAR FOODS | | GALASSOS BAKERY | |
| | | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 2800 | LINE ITEM # 1 | 1.89 | $ 5,292.00 | $ 2.26 | $ 6,328.00 |
| 58000 | LINE ITEM # 2 | 1.84 | $ 106,720.00 | $ 1.85 | $ 107,300.00 |
| 1500 | LINE ITEM # 3 | 2 | $ 3,000.00 | $ 1.96 | $ 2,940.00 |
| 150 | LINE ITEM # 4 | 1.75 | $ 262.50 | $ 1.74 | $ 261.00 |
| 19000 | LINE ITEM # 5 | 1.62 | $ 30,780.00 | $ 2.20 | $ 41,800.00 |
| 1700 | LINE ITEM # 6 | 2.07 | $ 3,519.00 | $ 4.20 | $ 7,140.00 |
| 25 | LINE ITEM # 7 | N/B | N/B | $ 2.59 | $ 64.75 |
| 25 | LINE ITEM # 8 | 29.98 | $ 749.50 | $ 4.99 | $ 249.50 |
| 50 | LINE ITEM # 9 | 0.37 | $ 18.50 | $ 1.67 | $ 125.25 |
| 150 | LINE ITEM # 10 | 1.01 | $ 151.50 | $ 3.39 | $ 508.50 |
| | ITEMS PROPOSED | 9 | | 10 | |
| | ITEMS NOT PROPOSED | 1 | | 0 | |
| | TOTAL COST TO THE DISTRICT | $ 52.53 | $ 150,493.00 | $ 36.85 | $ 166,717.00 |

# HESPERIA UNIFIED SCHOOL DISTRICT

**PURCHASING DEPARTMENT**
15576 Main Street, Hesperia, CA 92345
Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

Virginia Gutierrez
Director, Purchasing & Facilities
Ext.7304
virginia.gutierrez@hesperiausd.org

Kevin Garcia
Assistant Director, Purchasing & Facilities
Ext. 7317
Kevin.garcia@hesperiausd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.org

Jessica Swierstra
Assistant Buyer
Ext. 7286
Jessica.swierstra@hesperiausd.org

Karina Murillo
Purchasing Specialist
Ext. 7301
Karina.murillo@hesperiausd.org

Mary Lou Eber
Facilities Planner
Ext. 7308
Marylou.eber@hesperiausd.org

Lisa Gee
Department Secretary
Ext. 7381
lisa.gee@hesperiausd.org

**BREAD AND BAKERY PRODUCTS**
**BID # 19-009**
**MARCH 19, 2019**

## ADDENDUM ONE

***Please incorporate the following revisions and/or clarifications into the Bid:***

1. Are you looking for fresh or frozen products on the bakery bid?

***ANSWER: Fresh Products Only.***

*All other terms & conditions remain unchanged.*
- END OF ADDENDUM-

This Addendum must be signed & returned with your proposal.

Signature Date

Print Name Title

Name of Company

# HESPERIA UNIFIED SCHOOL DISTRICT

## PURCHASING DEPARTMENT

15576 Main Street, Hesperia, CA 92345
Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

Virginia Gutierrez
Director, Purchasing, Facilities
Ext.7304
virginia.gutierrez@hesperiausd.org

Kevin Garcia
Assistant Director, Purchasing, Facilities
Ext. 7317
kevin.garcia@hesperiausd.org

Sunny Jowers
Buyer
Ext. 7297
sunny.jowers@hesperiausd.org

Jessica Swierstra
Assistant Buyer
Ext. 7286
jessica .swierstra@hesperiausd.org

Karina Murillo
Purchasing Specialist
Ext 7301
Karina.murillo@hespewriausd.org

Lisa Gee
Purchasing Department Secretary
Ext. 7386
lisa.gee@hesperiausd.org

| To: | From: |
|---|---|
| **JANET BALDWIN** | **KEVIN GARCIA** |
| Company: **VICTOR VALLEY DAILY PRESS** | Department: **PURCHASING** |
| Fax #: **(760) 241-7145** | Date: **MARCH 5, 2019** |
| Subject: **LEGAL AD TO RUN MARCH 8TH & MARCH 15TH, 2019** | # of pages (including cover): **1** |

Memo:

### NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Hesperia Unified School District of San Bernardino County, California, acting by and through the Governing Board, will receive sealed Bids for the award of a contract for:

**BID # 19-009**
**BREAD AND BAKERY PRODUCTS**

Bids will be received in the District Purchasing Department, 15576 Main Street, Hesperia, CA, 92345 until 2:00 P.M. on April 3, 2019, at which time and place said Bids may be opened.

Each Bid must conform and be responsive to the contract documents, copies of which are now on file and may be obtained in the District Purchasing Department or by accessing the Hesperia Unified School District website.