



June 29, 2021

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Erika Allen

SUBJECT: BID NO. 2122-04

We hereby certify that we have complied with the applicable sections of the Food and Agricultural Codes of the State of California and such other Administrative Codes of the State of California and Federal Government which pertain to this bid.

We also certify that our distribution facility at 622 E. Mission Road, San Marcos, CA is registered with the Food and Drug Administration and meets the requirements outlined in the Public Health Security and Bioterrorism Preparedness and Response Act as required under Clause 32 Food Defense.

Signed,

Patrick Schallberger, CEO
pschallberger@hollandiadairy.com
760-744-3222

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978
Fax (760) 744-2789



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The prices contained herein are based on the Minimum Prices for Class I, II, III and IV as set by the United States Department of Agriculture (USDA), Agriculture Marketing Service (AMS) and are subject to increase or decrease to reflect changes as mandated by the USDA, AMS or incurred from our suppliers. Please be aware that requiring fixed prices for dairy products can cause a violation of state law. California law (Food and Agricultural Code Section 61384) prohibits sales of dairy products below cost. Many factors can cause cost increases to dairy suppliers beyond their control: monthly USDA price adjustments, energy costs, labor costs, etc. Contracts should allow for price adjustments so that the supplier is not forced into a below cost violation if supplier's costs increase. Price changes shall be effective on the first calendar day of each month.

Butter, Cheese, Margarine and Eggs are based upon Wholesale Day of Delivery quotation and are subject to market fluctuations. Price changes caused by this clause shall be effective on Monday of the following week.

Districts are cautioned to pay particular attention to placing orders near Holidays or break periods as no product will be picked up for credit by dairy due to Homeland Security concerns and HACCP policies.

Juice pricing shall be adjusted based upon market prices. Price changes will be effective on the first day of the month following.

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Fax (760) 744-2789



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CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE
A. G. Kawamura, Secretary

July 26, 2007

To: All California School Districts

Attention: Food Service Directors

Re: Contracts for Dairy Products and California Dairy Marketing Laws

We have recently learned that some school districts are issuing requests for bids on contracts which contain fixed price clauses for milk and dairy products. Please be aware that requiring fixed prices for dairy products can cause a violation of state law. California law (Food and Agricultural Code Section 61384) prohibits sales of dairy products below cost. Many factors can cause cost increases to dairy suppliers beyond their control, such as the monthly price adjustments made by this Department in the farm milk price, energy costs, labor costs, etc. In recent months, supply and demand factors have caused rapid increases in the farm milk price, which has impacted the cost of milk at the retail level.

Although it is understandable that schools want to contain costs, contracts should allow for price adjustments so that the supplier is not forced into a below cost violation if his costs increase. If this occurs, the school district will be a joint participant to the violation and subject to enforcement action from this Department. It is recommended that an escalator or adjustor clause be included in all contracts for milk and other dairy products. This pricing flexibility will enable dairy suppliers to recover all their costs should they increase, and will also ensure that school districts are compliant with the state's dairy laws. For the same reason, it is also recommended that contracts for dairy products not exceed one year in length, as it is difficult to anticipate costs with longer term contracts.

If you have any questions regarding this information, please contact Mary Riley at the number shown below.

Sincerely,

David Ikari, Chief
Dairy Marketing Branch





BIDDING DOCUMENTS
FOR THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR
MILK, JUICE, & DAIRY PRODUCTS
BID No. 2122-04

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd.
San Juan Capistrano, CA 92675
(949) 234-9200

June 3, 2021

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NOTICE INVITING BIDS

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Capistrano Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **10:00AM PST on the 29th day of June, 2021**, sealed bids for the award of a Contract for the following:

BID NO. 2122-04

MILK, JUICE, & DAIRY PRODUCTS

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the front of the District Office by the Board Room at **33122 Valle Rd., San Juan Capistrano, California 92675** at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened. No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

*Due to the COVID-19 pandemic, bids will be received out front of the main building while practicing 6' social distancing separation.

To receive the official bid documents and addenda you must register on the District's website: <http://purchasing-capousd-ca.schoolloop.com/> **Click on Doing Business-Notices: Requests for Proposals and Bids.**

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Josh Readman, Supervisor, Purchasing, jdreadman@capousd.org. All requests must be submitted no later than **Thursday, June 17, 2021, 2:00PM PST**. Any request made after such date shall not be responded to.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the Terms and Conditions.

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.

Publication Dates: 6/3/2021 & 6/10/2021

BID OBJECTIVE

Capistrano Unified School District (“District”) is seeking bids from qualified companies to procure and deliver high quality milk, juice, and dairy products at the best possible price. Quantities represent the estimated usage during a twelve-month period. The District reserves the right to purchase more or less of the units specified.

The overall objective of this Notice Calling For Bids is to allow vendors the opportunity to bid a unit price for the services and milk, juice, and dairy products required to ensure that students are receiving highest quality. The District wants to partner with a single milk, juice, and dairy vendor that will provide competitive pricing and excellent customer service.

INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions for Bidders.

District is used in these documents to mean the Board of Trustees of the Capistrano Unified School District and the area under the Board's jurisdiction.

- A. PREPARATION OF BID FORMS. District invites sealed bids on the form attached to be submitted at the time and place stated in the Notice Calling For Bids. Bids must be submitted on the prescribed Bid Forms, completed in full. All bid items and statements must be properly filled out. Numbers will be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words will govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes will be noted over by the signature/initials of the bidder.
- B. FORM AND DELIVERY OF BIDS. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Josh Readman, Purchasing Department

and received at that office on or before Tuesday, February 21, 2017, 11:00 a.m. PST, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope.

It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Calling For Bids for the opening of bids, the sealed bids will be opened at the District office.

District's record of receipt will be presumptive evidence of delivery.

One (1) copy of the Bid Form must be submitted with the bid to the Purchasing Department. Be sure that your company name appears on each page of all required documents and forms.

At bidder's own expense and prior to submitting bid, each bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

- C. NAME AND NATURE OF BIDDER'S LEGAL ENTITY. Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify District's Purchasing Department in order to ensure proper steps be taken to have the change(s) reflected on the contract or purchase order.

- D. MODIFICATIONS. Changes in or additions to the Bid Form, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other District documents in this bid which is not specifically called for in the contract documents may result in District's rejection of the bid as not being responsive to the Notice Calling For Bids. No oral or telephonic modification of any bid submitted will be considered.

- E. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that District determines that any bid is unintelligible, inconsistent or ambiguous, District may reject such bid as not being responsive to the Notice Calling For Bids. Verify your bid before submission, as it cannot be corrected after the bid opening.

- F. WITHDRAWAL OF BIDS. Bids may be withdrawn by telegram, by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a

representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid.

Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Notice Calling For Bids.

Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

G. INTERPRETATION OF DOCUMENTS. If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to District in writing no later than Friday, February 10, 2017, 11:00 am PST. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on District.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Bid Specification and Requirements
3. Bid Form and Agreement
4. Notice Calling for Bids
5. Terms and Conditions
6. Instructions to Bidders

H. AWARD OF CONTRACTS. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of District's Board of Trustees and to the lowest responsible and responsive bidder from among those bidders responding to the Notice Calling For Bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, District may award the contract to the next lowest responsible and responsive bidder until the lowest responsive, responsible bidder accepts or release all bidders.

In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to District, including, but not limited to, discounts. Award will be to the

lowest responsive, responsible bidder, determined by the bid that has the highest number of lowest priced items.

District does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District.

- I. ANTICIPATED EXPENDITURE. Annual expenditures for milk and dairy products and services using this bid are anticipated to be \$900,000.00 annually. Actual expenditures will vary of availability of funds and District needs. No guarantee can be given that this total will be reached nor that it will not be exceeded. Bidder agrees to furnish requested quantities at the unit prices quoted in accordance with actual requirements throughout the contract period.

- J. PRICE ADJUSTMENTS. The awarded Bidder will be allowed to adjust prices upon presentation of suitable proof of a price increase from a supplier or processor or valid Market resource. Written notice will be sent to District's Director of Food & Nutrition Services including proof of any increase. No increase to the price will be allowed sooner than 90 calendar days from the date of Bid Award. Any change to the price will be subject to mutual agreement by both parties.

- K. PRICING. Prices proposed for all items will be for the initial period of April 1, 2017 through March 31, 2018. Bidder certifies that prices are the lowest offered any comparable customer and District will be given the benefit of any lower prices or price decreases during the term of the contract. Bidder is to give District immediate advantage of such decrease, and inform District in writing of the decrease. All orders placed under this agreement will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Prices must be stated for the unit items specified hereon. Must be FOB at the destination points within the District as designated in the specifications. Bid on each item separately. Errors in price computations do not relieve the bidder from holding price. Veracity of prices submitted is the sole responsibility of the bidder. No increase to price will be allowed sooner than 90 calendar days from the date of Bid Award.

For wholesale day of delivery, note that the product is "W.D.D." and list your current price as of the closing date of the bid. Each bidder shall submit a copy of his or her wholesale price list in effect at the time of the bid.

Contract prices awarded as a result of this bid shall remain firm for the contract period. District acknowledges pricing for milk and dairy products will escalate or de-escalate in

accordance with changes in Class I, II, III price levels regulated by the California Department of Food and Agriculture, Milk Stabilization Branch.

- L. RAW PRODUCTS COMPONENTS. Milk pricing will be based on the raw products components for Class I, II, and III dairy components as announced by the California Bureau of Milk Market Enforcement. Any price adjustments (up or down) must be announced to the District by the 15th of the month preceding the month in which the change will occur. Any adjustment in price must be documented by the California Bureau of Milk Market Enforcement announcement and be accompanied by conversion calculations showing manner of arriving at price adjustment.
- M. "NO BID". Any item not included in bid price is to be noted on Bid Form and Agreement as "No Bid."
- N. AMENDMENT. Bidders are advised that the District reserves the right to amend the requirements of this Notice Calling For Bids prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all bidders known to have received a copy of the Notice Calling for Bids. If in the judgment of the District, the change is of such nature that additional time is required for bidders to prepare their bids; the District will change the date of the bid opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of amendments to this bid. This may be done by the following means: By noting the addenda on the first page of the Bid Form and Agreement.

- O. BRAND NAME AND MODEL. If the bidder does not indicate a specific brand name and model, it shall be understood that the bidder is quoting the exact brand name and model called out by the bid. Should any item for which bids are requested be patented, or otherwise protected or designated by the particular name/make of the manufacturer, and the bidder desires to bid on an item of equal character and quality, the bidder may offer such substitute items by clearly indicating that such substitution is intended and specifying the brand name. Any such substitutions will be accepted only if the Purchasing Department Director determines them to be equal in all respects to that specified in the bid. If the Purchasing Department Director requests samples in order to make the determination on whether the substitution is as equal, the samples shall be submitted in accordance with Paragraph "O."
- P. SAMPLES. Any samples requested by the Purchasing Department Director shall be furnished at no cost to the District and, if requested by the District in the bid specifications, shall be submitted prior to the bid opening. The District reserves the right to reject the bid as non-responsive when any bidder fails to submit the requested samples. Samples from bidders who are awarded the contract may be retained for comparison with deliveries. Unsuccessful bidders may pick-up their samples (if the testing process has not destroyed them) upon notification from the Purchasing Department Director. If such samples are not picked up within 15 calendar days after the date of such notice, the

District may dispose of samples. The bidder or its agent hereby assumes all risk of loss or damage to samples regardless of the cause.

- Q. COMPETENCY OF BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience, facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," found herein.
- R. BID VALIDITY. Bids are to be valid and in force for 60 days after bid opening.
- S. PUBLIC INFORMATION. All materials received by the District in response to this Notice Calling For Bids shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public.
- T. BID COST. The District will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.
- U. RENEWAL OPTION. Bidder is requested to indicate on the attached Bid Form if renewal options will be extended to the Board.
- V. OTHER AGENCIES PURCHASES. Other public agencies in the State of California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other public agencies to draw their warrants in favor of this District as provided in said code sections. Bidder is requested to indicate on the attached Bid Form if the bidder will permit other public agencies to use the resulting contract.
- W. DISCONTINUANCE OF SERVICE. Failure on the part of the awarded bidder to meet contract requirements shall be cause for cancellation of the contract. Either party may cancel the contract upon thirty (30) day written notice to the other party prior to the end of the contract term. The District reserves the right to discontinue service upon 24-hours' notice for due cause which shall include such reasons as unsatisfactory product or service. The District reserves the right to discontinue service of all or any portion of any contract resulting from this Notice Calling For Bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standard, and to hold the bidder in default.

Failure to furnish all items included in the contract shall constitute unsatisfactory service.

District shall hold the successful bidder liable and responsible for all damages, which may be sustained because of its failure to comply with any conditions herein. If the awarded bidder fails to furnish or deliver any items or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the document in their entirety, the District may purchase the items herein specific elsewhere, without notice to the awarded bidder. Additional costs accrued by the District through this purchase may be deducted from unpaid invoices or must be paid to the District by the awarded bidder. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

- X. FORCE MAJEURE. The parties to the contract will be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by “Act of God”, fire, strike, loss or shortage of transportation, facilities, lockout, or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party provided that it is satisfactorily established that the non-performance is no due to the fault or negligence of the party not performing.
- Y. ADDITIONAL ITEMS. During the term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the bidder using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement.
- Z. SIGNATURE. The Bid Form, the Agreement, and all contract documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid. If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairperson of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. In the event the bidder is a joint venture or partnership, there shall be submitted with the Bid certifications, signed by authorized officers, of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership, and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the contract resulting there from for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
- AA. MERGERS, ACQUISITIONS, OR BUYOUTS. 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.

- BB. ORDERING. Bidder will have an active online website accessible to District to allow online ordering to allow access to run velocity reports, access specification sheets, nutritional specifications, to add and delete items from order up to 1 day prior to delivery, and ability for administrative office only the ability to look up items and request new items not included on bid. Bidder to provide order confirmations within 1 business day of receiving orders. Orders will be placed at least 4 business days in advance of requested delivery date. Bidder shall include detailed ordering instructions with Bid. Orders will be placed by each site according to their needs.
- CC. ALTERNATE, GENERIC BRANDS. Under Brand Name column, where “Any” is stated or if proposing an alternate or a generic product equal to the brand specified, quote the brand you carry in the Alternate Brand Name column and complete the information requested in the Alternate Brand Product Code, Case Pack and Unit Size, Bid Unit and the Bid Unit Price Columns. Attach specifications (and nutrient analysis if applicable) for those product (s). 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 Food and Nutrition Services Department based on the Department’s research and expertise, popularity of the food item, and/or brand name recognition; therefore, alternates may not be considered in circumstances where the menu, recipes, or sales may be affected. The Food and Nutrition Services Director will be the sole judge as to whether such alternate products are, in fact, equal to the specifications set forth herein and whether such deviations are acceptable to the District. If, as a result of failure to deliver specified product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Bidder shall be required to reimburse the District for the full value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days of written request by the District.
- DD. NO GIFTING ALLOWED. The District does not accept gifts from bidders; therefore no additional products are to be delivered to any of District sites.
- EE. FINGERPRINTING. Successful bidder agrees to comply with all provisions of Education Code Section 45125.1 Bidder will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this proposal during normal District hours, and will certify in writing that no such employees, agents, and representatives who have been convicted of serious or violent felonies as specified will have contact with pupils. Bidder will provide the District with a list of all employees providing services pursuant to this bid. In the alternative, Bidder shall agree that all employees, agents, and representatives assigned to the District that will enter the sites and other district facilities during normal district hours shall be accompanied at all times by an individual who has satisfied the fingerprinting requirements of Section 45125.1

FF. RESTRICTIONS ON LOBBYING AND CONTACT. From the period beginning with the date of the issuance of this bid and ending on the date of the award of the contract, no person, or entity submitting a response to this bid, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact, through any means, or engage in any discussion regarding this bid, the evaluation or selection process and/or the award of the contract with any member of the District, Board of Trustees, selection members, other than the named contact herein. Any such contact shall be grounds for disqualification of the entity submitting a response.

GG. PUBLIC LIABILITY AND PROPERTY INSURANCE. The successful Bidder shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from Bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Capistrano Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Board of Trustees of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

HH. HEALTH AND SAFETY, FOOD SECURITY/HACCP PLAN, BOVINE GROWTH HORMONE (BGH). Bidder shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the bidder's's Hazard Analysis Critical Control Point (HACCP) system or Food Safety & Security Program must be submitted with its bid.

Bidder shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, bidder shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Orange or local city/county agency in which product was produced, State of California, and/or Federal Government, whichever is higher.

In the event of a product contamination issue, bidder shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with bid HACCP Plan OR Food Security and Safety Program including Pest Control Policy and Recall Procedures.

II. VEHICLE DELIVERY CONDITIONS. All vehicles and containers used for transporting milk and dairy products must be kept clean and maintained in good repair and condition in order to protect product from contamination, and must be

designed and constructed to permit adequate cleaning and/or disinfection. All vehicles transporting perishable food items must be equipped with appropriate refrigeration systems in order to maintain products at appropriate temperatures. All perishable products must be delivered by refrigerated trucks whereby the temperature of all products is continuously held and received by the District.

- JJ. APPLICABLE "BUY AMERICAN" PROVISIONS. 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.
- KK. INSPECTION OF FACILITIES. 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.
- LL. PACKAGING. 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.
- MM. INSPECTION UPON DELIVERY. Items will be carefully and thoroughly inspected upon delivery to insure that the temperature of the product meet the USDA Food Storage Guide requirements. If there is a question as to whether the product is still froze, at least two (2) cases of product from each pallet will be checked at random for internal temperature.
- NN. DELIVERY OF DAMAGED/UNACCEPTABLE PRODUCTS. District reserves the right to refuse complete shipments if there is any evidence of thawed and/or 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,. Evidence of thawing include and not limited to cases that cases that are not firm, soft or spongy to the touch, water stained, crushed, and cases that stick together as a result of freezing. Damaged 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.

- OO. PEST CONTROL. 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.
- PP. KEYS. The successful bidder may be provided gate key(s) for entry into specified school sites and will be responsible for security deposit key(s) and shall be liable for the cost of re-keying and providing replacement keys if lost.
- QQ. INVOICING/BILLING. 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. 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 Food and Nutrition Services Accounting Department located at:

Capistrano Unified School District
Thornsley Ed Center
Food and Nutrition Services Accounting Department
32972 Calle Perfecto
San Juan Capistrano, CA 9267

- RR. DEBARMENT/LOBBYING CERTIFICATION. State of California, as a school food authority, requires that each responding quotation include completed certification statements regarding debarment and lobbying.
- SS. DRIVING ON PREMISES. Successful bidder's representatives driving motor vehicles on school District grounds will use extreme caution, especially when school is in session. Drivers entering school District premises will lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, etc. should be reported to the Capistrano Unified School District at 949-234-9501.

Disaster Contingency Plan: copy of bidder's Disaster Contingency Plan required to be submitted with this bid.

Storage: Copy of bidder's Storage Policy required to be submitted with this bid.

- TT. SPECIFICATIONS SHEETS AND NUTRITIONAL REQUIREMENTS. Copy of ingredient lists, and complete nutritional specification sheets, with signatures as required by USDA for the National School Lunch Program for all items on this bid required to be submitted with this bid.
- UU. NUTRITIONAL REQUIREMENTS. All items must meet nutritional requirements of the USDA Child Nutrition Program. All milk is to be Grade A, pasteurized, fortified with Vitamin D in the amount of 400 units per quart, and furnished in accordance with State, County, and City ordinances. Fluid dairy products will be properly sealed.
- VV. SERVICE. 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.
- WW. DELIVERY. The awarded bidder will partner with the District over the term of the contract resulting from this bid form and agreement to procure and deliver milk and dairy products to the District's sites. Bidder must have the capabilities of delivering any and all items on the bid form in the quantities required by the District anytime during the contract period. Partial shipments are not acceptable. All cost for delivery, drayage, freight, or the packing of said articles are to be borne by the bidder. An invoice shall accompany all deliveries. All delivery paperwork shall be identified by site name, bidder name and itemized list of the products delivered. Bidder shall be required to furnish proof of delivery of all items, i.e. signed delivery ticket at no charge to the District

Milk and juice deliveries are to be delivered in crates. All delivered products are to be immediately placed in a refrigerator, milk box, or freezer by bidder. Must be stacked no higher than five crates high in the school walk-in refrigerators. Bidder required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations. Milk crates will be maintained in a clean and sanitary condition. Milk products and juices must have at least a 10 day code date from day of delivery. Product will be returned and a credit will be required on unused products if code is out of date.

Orange Juice should be as specified in the California Administrative Code, Title 17. All products furnished under this contract must be federal or state inspected. The full strength juice products must have a statement on the label indicating products are 100% juice product.

Invoices must be furnished at time of delivery and include date of delivery, delivery site, product name, quantity, unit size, and unit price. In order for the invoice to be processed for payment, the original invoice must be signed by the individual receiving the product and to be left for the Food & Nutrition Services lead or designee is required. A legible delivery discrepancy receipt shall be left at the site in

the case of a return or shortage. Credits to be issue within seven (7) calendar days. Delivery is required to each site before 6:30 a.m. PST or as arranged by the District otherwise to approximately 55 sites, to the District's Food Service Warehouse and to each Elementary, Middle and High School within the Capistrano Unified School District. The District reserves the right to designate an alternate delivery location if designated site is unable to receive deliveries for any reason. The District also reserves the right to revise delivery times as required. Additional product and service requirements are outlined with the bid.

- XX. **TERMINATION.** Either party may cancel with a 30-day notification if either party breaches a provision of the Agreement (7 CFR, sections 210.16 [d] and 250.12[f][9]). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 30-day notice to the breaching party of their intent to terminate this Agreement upon expiration of the 30-day period. The Agreement may be terminated, in whole or in part, for convenience by the District in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (2 CFR, Section 200.339[a][3]). The Agreement may also be terminated, in whole or in part, by the District upon written notification to the Vendor, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the District determines that the remaining portion of the Agreement will not accomplish the purposes for which the Agreement was made, the District may terminate the Agreement in its entirety (2 CFR, Section 200.339[a][4]). The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.
- YY. **NON-DISCRIMINATION.** In the performance of the terms of this Contract, bidder agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, age, marital status, or sex of such persons. Therefore, the bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment Practices Act as set forth in Government Code Sections 12900 et seq and Labor Code Section 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed to do work under this contract.
- ZZ. **APPLICABLE "BUY AMERICAN" PROVISIONS.** Federal regulations require that to the maximum extent possible, only domestic products be purchased consistent with the "Buy American" provision of Public Law [PL 100-237] when purchasing commodities for the school meal program. Therefore, Distributors 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 the products origin. Compliance with and Enforcement of the Buy American Provisions in the National School Lunch Program (SP-24-2016) (7 CFR 210.21(D).

CUSD DELIVERY INFORMATION

Elementary Schools	
Harold Ambuehl Elementary School 28001 San Juan Creek Road San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5358	Arroyo Vista Elementary School 23371 Arroyo Vista Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 234-5906
Bathgate Elementary School 27642 Napoli Way Mission Viejo, CA 92692 Food Service Phone: (949) 367-0942	Truman Benedict Elementary School 1251 Sarmentoso San Clemente, CA 92673 Food Service Phone: (949) 366-2053
Marian Bergeson Elementary School 25302 Rancho Niguel Road Laguna Niguel, CA 92677 Food Service Phone: (949) 448-9416	Canyon Vista Elementary School 27800 Oak View Drive Aliso Viejo, CA 92656 Food Service Phone: (949) 234-5946
Castille Elementary School 24042 Via L Coruna Mission Viejo, CA 92691 Food Service Phone: (949) 234-5912	Chaparral Elementary School 29001 Sienna Parkway Ladera Ranch, CA 92694 Food Service Phone: (949) 234-5326
Concordia Elementary School 3120 Avenida del Presidente San Clemente, CA 92672 Food Service Phone: (949) 369-1280	Del Obispo Elementary School 25591 Camino del Avion San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5932
Don Juan Avila Elementary School 26278 Wood Canyon Aliso Viejo, CA 92656 Food Service Phone: (949) 425-9659	Esencia Elementary School 5 Aprender St. Rancho Mission Viejo, CA 92694 Food Service Phone: (949) 234-9900
George White Elementary School 25422 Chapparosa Park Road Laguna Niguel, CA 92677 Food Service Phone: (949) 363-2074	Carl Hankey Elementary School 27252 Nubles Mission Viejo, CA 92692 Food Service Phone: (949) 234-5336
Hidden Hills Elementary School 25142 Hidden Hills Road Laguna Niguel, CA 92677 Food Service Phone: (949) 249-3616	Journey School 27102 Foxborough Aliso Viejo, CA 92656 School Phone: (949) 448-7232
Kinoshita Elementary School 2 Via Positiva San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-0380	Ladera Ranch Elementary School 29551 Sienna Parkway Ladera Ranch, CA 92694 Food Service Phone: (949) 234-5924
Laguna Niguel Elementary School 27922 Niguel Heights Blvd. Laguna Niguel, CA 92677 Food Service Phone: (949) 234-5318	Las Flores Elementary School 25862 Antonio Parkway Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 858-7553

Elementary Schools	
Las Palmas Elementary School 1101 Calle Puente San Clemente, CA 92672 Food Service Phone: (949) 234-5337	Clarence Lobo Elementary School 200 Avenida Vista Montana San Clemente, CA 92672 Food Service Phone: (949) 498-1379
John Malcom Elementary School 32261 Charles Road Laguna Niguel, CA 92677 Food Service Phone: (949) 234-5331	Marblehead Elementary School 2410 Via Turqueza San Clemente, CA 92673 Food Service Phone: (949) 234-5331
Moulton Elementary School 29851 Highlands Laguna Niguel, CA 92677 Food Service Phone: (949) 234-5331	Oak Grove Elementary School 22705 Sanborn Aliso Viejo, CA 92656 Food Service Phone: 234-5928
Oso Grande Elementary School 30251 Sienna Parkway Ladera Ranch, CA 92694 Food Service Phone: (949) 234-5928	Palisades Elementary School 26462 Via Sacramento Capistrano Beach, CA 92624 Food Service Phone: 240-4051
Philip Reilly Elementary School 24171 Pavion Mission Viejo, CA 92692 Food Service Phone: (949) 458-0953	R H Dana Elementary School 24242 La Cresta Drive Dana Point, CA 92629 Food Service Phone: (949) 234-5362
San Juan Elementary School 31642 El Camino Real San Juan Capistrano, CA 92675 Food Service Phone: (949) 240-3566	Tijeras Creek Elementary School 23072 Avenida Empresa Rancho Santa Margarite, CA 92688 Food Service Phone: (949) 234-5338
Viejo Elementary School 26782 Via Grande Mission Viejo, CA 92691 Food Service Phone: (949) 582-1256	Vista del Mar Elementary School 1130 Avenida Talega San Clemente, CA 92673 Food Service Phone: (949) 234-5971
Wagon Wheel Elementary School 30912 Bridle Path Coto de Caza, CA 92679 Food Service Phone: (949) 858-7612	Wood Canyon Elementary School 23431 Knollwood Aliso Viejo, CA 92656 Food Service Phone: (949) 360-0069
Middle Schools	
Aliso Viejo Middle School 111 Park Avenue Aliso Viejo, CA 92656 Food Service Phone: (949) 643-0151	Arroyo Vista Middle School 23371 Arroyo Vista Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 234-5945
Bernice Ayer Middle School 1271 Sarmentoso San Clemente, CA 92673 Food Service Phone: (949) 369-9742	Don Juan Avila Middle School 26278 Wood Canyon Aliso Viejo, CA 92656 Food Service Phone: (949) 425-9659
Esencia Middle School 5 Aprender St. Rancho Mission Viejo, CA 92694 Food Service Phone: (949) 234-9900	Carl Hankey Middle School 27252 Nubles Mission Viejo, CA 92692 Food Service Phone: (949) 234-5336

Middle Schools	
Ladera Ranch Middle School 29551 Sienna Parkway Ladera Ranch, CA 92694 Food Service Phone: (949) 234-5924	Las Flores Middle School 25862 Antonio Parkway Rancho Santa Margarita, CA 92688 Food Service Phone: (949) 858-7553
Marco Forster Middle School 25601 Camino Del Avion San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5901	Newhart Middle School 25001 Veterans Way Mission Viejo, CA 92692 Food Service Phone: (949) 457-2526
Niguel Hills Middle School 29070 Paseo Escuela Laguna Niguel, CA 92677 Food Service Phone: (949) 234-5368	Shorecliffs Middle School 240 Via Socorro San Clemente, CA 92672 Food Service Phone: (949) 234-5365
Vista del Mar Middle School 1130 Avenida Talega San Clemente, CA 92673 Food Service Phone: (949) 234-5971	
High Schools	
Aliso Niguel High School 28000 Wolverine Way Aliso Viejo, CA 92656 Food Service Phone: (949) 362-9389	Capistrano Valley High School 26301 Via Escolar Mission Viejo, CA 92692 Food Service Phone: (949) 347-0345
Dana Hill High School (9-12) 33333 Golden Lantern Dana Point, CA 92629 Food Service Phone: (949) 234-5334	San Clemente High School 700 Avenida Pico San Clemente, CA 92673 Food Service Phone: (949) 234-5394
San Juan Hills High School 29211 Vista Montana San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-5502	Tesoro High School 1 Tesoro Creek Road Las Flores, CA 92688 Food Service Phone: (949) 234-5381
Other Sites	
Central Kitchen/Warehouse 32972 Calle Perfecto San Juan Capistrano, CA 92675 Food Service Phone: (949) 234-9511	

BID SPECIFICATION AND REQUIREMENTS

- A. Each bidder shall review the milk and dairy list on the following pages, bid all items.
- B. Enter “No Bid” for those items for which no unit price is entered.
- C. Delivery will **not** be to one central location.
- D. Delivery accepted Monday through Friday. Delivery days will be mutually agreed upon. Delivery will not be accepted on Saturday or Sunday.
- E. There may not be a loading dock available at school sites.
- F. No delivery or fuel surcharges will be levied during the term of this contract.
- G. There shall be no delivery minimum in dollar volume, unit or case counts on all orders placed and delivered to each site.
- H. Deliveries are not to be subcontracted out.
- I. Items will be purchased on an as-needed basis on separate purchase orders at any time during the contract period.
- J. Milk and juice deliveries are to be delivered in crates. All delivered products are to be immediately placed in a refrigerator, milk box, or freezer by bidder. Must be stacked no higher than five crates high in the school walk-in refrigerators. Bidder required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations. Milk crates will be maintained in a clean and sanitary condition. Milk products and juices must have at least a 10-day code date from day of delivery. Product will be returned and a credit will be required on unused products if code is out of date.
- K. Awarded bidder will be held responsible for following-up to ensure complete and on-time deliveries for all products.
- L. The quantities listed for each type of item are District estimates only. Any resulting purchase orders may be for more or less quantity.
- M. The term of this base contract is for one year beginning July 1, 2021 through June 30, 2022, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed a total contract term of three years.
- N. Selection of the awarded Bidder will be based on the lowest responsive, responsible bidders on the most number of items listed on the Bid Form.

BID FORM AND AGREEMENT

A. Pursuant to the District's "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

BID NO. 2122-04
MILK, JUICE, AND DAIRY PRODUCTS

All in strict conformity with the bid documents, including Addenda Nos. _____, _____, and _____, on file in the Purchasing Department of said District.

Patricia Schuler

All responding bidders must meet the following minimum requirements. Mark an "X" under the appropriate "Yes" or "No" column to certify compliance with the minimum requirements. Bidder must provide or meet:

REQUIREMENTS	YES	NO
Have an active online website accessible to District to allow online ordering with the following specifications: <ul style="list-style-type: none"> • Ability for at least one person in administrative office and ability for each school site to place individual orders for their school site. • Ability to look up items and request new items not included on bid • Ability to add or delete order items on list • Ability to look up items on this bid in addition to new items not included on bid. 	x	
Have been in business for at least five (5) years with references provided showing successful business relationships with at least three local public educational or public agencies with approximately thirty (30) or more sites.	x	
Provide order confirmations within 1 business day of receiving order.	x	
Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement.	x	
Copy of bidder's Product Recall Program submitted with this bid.	x	
Copy of bidder's Disaster Contingency Plan submitted with this bid.	x	
Copy of bidder's Storage Policy submitted with this bid.	x	

Certify in writing on Bidder's leaderhead and submitted with this bid, that Bovine Growth Hormone (BGH) is or is not administered to herds that supply milk to dairy, that none of the milk and dairy products ordered through this bid are from cows treated with RBSTs, and none of the milk and dairy products ordered through this bid contain fructose corn syrup and artificial flavors.	x	
Flexibility to accept add-on orders the day before delivery.	x	
Follow-up on our incremental orders to ensure complete and on-time deliveries.	x	
Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound and sanitary products and handled in accordance with HACCP regulations.	x	
Products to be delivered in suitable trucks capable of maintaining product at proper temperatures. Fluid milk and milk products shall be delivered at a temperature of 41 degrees F or less. Any milk deliveries at above 45 degrees F will be rejected.	x	
Trucks will be kept in good repair. Maintenance records must be available for inspection by District personnel.	x	
Milk & juice deliveries are to be delivered in crates. At school sites, crates are to be stacked no higher than 5 crates high. All deliveries are to be immediately placed in a refrigerator, milk box, or walk-in refrigerator by bidder.	x	
Bidder required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations.	x	
Ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program for all items on this bid must be submitted with bid.	x	
Orange Juice should be as specified in the California Administrative code, Title 17. All products furnished under this contract must be federal or state inspected. The full strength juice products must have a statement on the label indicating products are 100% juice product.	x	
Fluid Dairy products will be properly sealed. Leaking containers will be credited at full price.	x	
Milk products and juices must have at least a 10-day code date from day of delivery. If product has less than 10-day code, product will be returned and bidder to credit at full price.	x	
Discounts: Do you offer payment discounts? What are the terms? Please specify _____ No _____		x
Contact Person: A contact person must be available, no later than 7:00 a.m., Monday through Friday for District to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided. Alfred Goodlow 760-497-9298 cell	x	
Department of Defense distribution – ability to work with DOD appointed produce Bidder to pick up and deliver District's DOD order to designated sites.	x	

CUSD PRODUCT LIST						
Item #	Description	Unit Size/Pack Size Per Case	Brand	Code # Alternate Unit Size/Pack Size Per Case	Est. Yearly Usage by Unit	Proposed Bid Unit Pricing for 2021-2022 (unit/case)
Milk Products						
1	Low Fat 1%	1/2 gallon	Any	1314	10,000 each	2.1550
		12/per case			1/2 gallon	
2	Low Fat 1% (carton)	1/2 pint	Any	1322	700,000 each	.2205
		70/per case			1/2 pint	
3	Chocolate Fat Free (carton)	1/2 pint	Any	1400	2,000,500 each	.2050
		70/per case			1/2 pint	
4	Lactaid (carton)	1/2 pint	Lactaid	7082	500 each	.5000
		20/per case			1/2 pint	
5	Soy Milk Plain by Pearl	1/2 pint	Pearl	7070	2,000 each	.8146
		24/per case			1/2 pint	
6	Ripple Original Plant-Based Milk	1/2 pint	Ripple	7090 Almond 18/cs	2,000 each	.8563
		24/per case			1/2 pint	
7	UHT Shelf Stable Low Fat 1%	8oz each	Any	7046	2,000 each	.4200
		27/per case			1/2 pint	
8	UHT Shelf Stable Chocolate Fat Free	8oz each	Any	7047	2,000 each	.4350
		27/per case			1/2 pint	

Patrick Schell

100% Juice Products						
9	100% Apple (carton)	4oz each	Any	3771	400,000 each	.1300
		105/per case			4oz	
10	100% Appleberry (carton)	4oz each	Any	3772	100,000 each	.1300
		105/per case			4oz	
11	100% Orange (carton)	4oz each	Any	3770	400,000 each	.1600
		105/per case			4oz	
12	Sidekicks Sour Cherry Lemon	4.4oz	Sidekicks	9170	250 cases	33.0000
		84/per case				
13	Sidekicks Strawberry Mango	4.4oz	Sidekicks	9171	150 cases	33.0000
		84/per case				
14	Sidekicks Blue Raspberry Cream	4.4oz	Sidekicks	9172	675 cases	33.0000
		84/per case				
Dairy Products						
15	Cream Cheese	3/4oz	Any	5892	100 cases	16.6000
		100/per case				
16	Feta Cheese	4 pound	Any	5739	15 cases	42.5000
		2/per case				
Yogurt						
17	Low Fat Vanilla	32oz	Any	2502	250 each	2.2500
		6/per case			32oz	
18	Low Fat Vanilla	5 pound	Any		1,000 each	8.7500
		4/per case			5 pound	
19	Yami Lactose Free Vanilla	1/2 pint	Yami	2183	2,500 cases	17.0000
		24/per case				

Patel Shikha

B. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.

C. Bidder agrees to complete the order within seven (7) days after receipt of order.

D. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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 purchase of goods, materials, or services by the bidder for sale to the District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Patrick Schallberger whose title is CEO authorized to act for and bind the corporation.

E. It is understood and agreed that if, requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. 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.

F. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.

No, other public agencies may not purchase from this Bid.

G. The undersigned will grant the District the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for term of July 1, 2022 through June 30, 2023

option granted option not granted

Extension option for term of July 1, 2023 through June 30, 2024

option granted option not granted

H. The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, Patrick Schallberger the CEO
(title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: Hollandia Dairy Inc.

(a California Corporation*)

Business Address: 622 E. Mission Road

San Marcos, CA 92069

Signed by: President**, Patrick Schallberger CEO

Dated: June 29, 2021

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____ Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

- 1. Bid Specifications and Requirements
- 2. Bid Form and Agreement
- 3. Non Collusion Declaration in Accordance with Public Contract Code Section 7106
- 4. Information Required of Bidder
- 5. Certification Anticipated Participation of Disabled Veteran Business Enterprises
- 6. Suspension and Debarment Certifications
- 7. Lobbying Certification
- 8. Disclosure of Lobbying Activities
- 9. Certification by Contractor Criminal Records check
- 10. Drug Free Workplace Certification
- 11. Conflict of Interest
- 12. Tobacco Use Policy
- 13. Product Recall Program
- 14. Disaster Contingency Plan
- 15. Food Security and Safety Program
- 16. HACCCP Plan
- 17. Complete Nutritional Specification and Ingredient Sheets
- 18. Complete Nutrient Analysis

CONTRACT TERM

The term of this base contract begins July 1, 2021, through June 30, 2022, and may be extended by mutual written agreement of both parties and upon Board approval, for a total contract amount not to exceed three years pursuant to Education Code.

Annual cost of services and products requested by District and provided by Bidder under this contract is estimated to be \$450,000.00. Actual expenditures will vary of availability of funds and District needs.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: July 21, 2021

**NONCOLLUSION DECLARATION IN ACCORDANCE WITH PUBLIC CONTRACT
CODE SECTION 7106**

The undersigned declares:

I am the CEO of Hollandia Dairy Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on June 29, 2021 [date], at San Marcos [city], California [state].



Signature

Patrick Schallberger

Print Name

INFORMATION REQUIRED OF BIDDER

A. **GENERAL INFORMATION.** The bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officers, directors, shareholders, parties or principals.

1. Firm name and address: Hollandia Dairy Inc.
622 E. Mission Road
San Marcos, CA 92069

2. Telephone: 760-744-3222

3. FAX: 760-744-3222

4. E-Mail pschallberger@hollandiadairy.com

5. Type of firm: (check one) Individual Partnership Corporation
Joint Venture Association Other

6. Names and titles of all local officers of the firm:
Patrick Schallberger Gerrit de Jong
Arie de Jong _____
Eric de Jong _____
Peter de Jong _____

7. Ownership: List all individuals that own 10% or more of the firm.
1. Arie de Jong 4. Gerrit de Jong
2. Eric de Jong 5. _____
3. Peter de Jong 6. _____

8. Number of years that the firm has been in business under the present ownership: 15 years.

9. Have you been in litigation on a question relating to your performance on a contract during the past three years? NO If "Yes", explain, and provide case name and number:

N/A

10. Has your firm or any of its principals defaulted so as to cause a loss to a surety? NO If the answer is "Yes", give dates, name and address of surety and details.

N/A

11. Have you been assessed liquidated damages for any project in the past three years? NO If "Yes", explain:

N/A

12. Have you ever failed to complete a contract in the last three years? NO If so, give owner and details:

N/A

13. Do you now or have you ever had any direct or indirect business, financial or other connection with any individual official, employee or consultant of District, other than purchase orders or contracts? Yes ___ No x If "Yes", please explain.

N/A

B. [Reserved]

C. LIST OF REFERENCES. The following information should contain persons or entities familiar with the bidder's work:

1. Name of Agency: San Diego Unified
Agency Address and Telephone: 6735 Gifford Way
San Diego, CA 92111
Contact Person: Eric Schoeppler
Date of Contract: July 1, 2021-June 30, 2022
Contract Amount: 4.3 Million
2. Name of Agency: Coachella
Agency Address and Telephone: 87-225 Church Street
Thermal, Ca 92274
Contact Person: Marcus Alonzo
Date of Contract: Jul 1, 2021-June 30, 2022
Contract Amount: 821,500
3. Name of Agency: Garden Grove Unified
Agency Address and Telephone: 10331 Stanford Avenue
Garden Grove, CA 92840
Contact Person: Agnes Lally
Date of Contract: July 1, 2021-June 30, 2022
Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29 day of June, 2021, at San Diego County State of California (City, County)

Patrick Schallberger
(Signature of Officer)
Patrick Schallberger
(Typed name of Officer)

CERTIFICATION AND DISCLOSURE STATEMENTS

Following is an explanation of submittal requirements of the Suspension and Debarment Certification Statement and the Certification Regarding Lobbying by School Food Authorities (SFA) and Food Service Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet one of the following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed \$100,000.
- The SFA's annual contract with a bidder exceeds \$100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds \$100,000.

SUSPENSION AND DEBARMENT CERTIFICATION. This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed \$100,000. In these instances, the SFA must obtain a completed Suspension and Debarment Certification from either the potential bidder or existing contractor before any transactions can occur between the sponsor and the bidder or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the bidder or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While this certification is required for all contracts in excess of \$100,000, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. Do not submit the certification to the California Department of Education.

CERTIFICATION REGARDING LOBBYING. SFAs that receive in excess of \$100,000 in annual federal meal reimbursement must annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the \$100,000 threshold, they are required to obtain a completed Certification Regarding Lobbying from either the potential bidders and/or existing contractors before any transactions can occur between the SFA and the bidder or contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted the CDE.

Also enclosed is the Disclosure of Lobbying Activities form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the Certification Regarding Lobbying statement).

Applicable to Both Certification Statements

- Federal law prohibits SFAs from circumventing the \$100,000 threshold by entering into multiple contracts; each of which do not equal or exceed \$100,000, but the aggregate amount of all the contracts will equal or exceed \$100,000.

Bidders must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies must include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the Suspension and Debarment Certification and the Certification Regarding Lobbying. If receiving more than \$100,000 in federal reimbursement, the SFA is required to sign and submit the Certification Regarding Lobbying to the CDE, CNFDD.

Summary

- Suspension and Debarment Certification

1 The SFA must include this certification in all RFPs that result in an annual contract in excess of \$100,000.

2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds \$100,000 annually in federal funds.

3. The SFA retains certification signed by contractor with executed contract and maintains it on file.

- Certification Regarding Lobbying

1. SFAs receiving in excess of \$100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of \$100,000 in federal funds. Retain the certifications with bid documents.

3. The Disclosure of Lobbying Activities form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item 2 of Certification Regarding Lobbying.)

If you have any questions, please contact Rae Vant, School Nutrition Programs Specialist, by phone at 916-445-6775 or 800-952-5609 or by e-mail at rvant@cde.ca.gov or Eric Burnette, School Nutrition Programs Specialist, by phone at 916-322-1641 or 800-952-5609 or by e-mail at eburnette@cde.ca.gov.

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS. FA to obtain from any potential bidder 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.

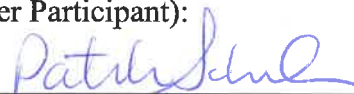
- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (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 Bidder or Existing Contractor (Lower Tier Participant):

Patrick Schallberger, CEO



June 29, 2021

Printed Name

Title

Signature

Date

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

G:SNP:DEBARMENT

INSTRUCTIONS FOR CERTIFICATION

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.

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.

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.

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.

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.

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.

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.

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.

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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p>a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance</p>	<p>2. Status of Federal Action:</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p>	<p>3. Report Type:</p> <p>a. Initial filing b. Material change</p> <p>FOR MATERIAL CHANGE ONLY: Year:</p>
<p>3. Name and Address of Reporting Entity:</p> <p align="center">Prime Subawardee Tier _____, if known</p>		<p><input type="checkbox"/> If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p><input type="checkbox"/> Federal Department/Agency:</p>	<p><input type="checkbox"/> Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p><input type="checkbox"/> Federal Action Number, if known:</p>	<p><input type="checkbox"/> Award Amount, if known: \$</p>	
<p><input type="checkbox"/> a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	

(attach Continuation Sheet(s) if necessary)	
<input type="checkbox"/> Amount of Payment (check all that apply): \$ _____ actual planned	<input type="checkbox"/> Type of Payment (check all that apply): Retainer One-time fee Commission Contingent fee Deferred
<input type="checkbox"/> Form of Payment (check all that apply): Cash In-kind; specify: Nature _____ Value _____	Other; specify: _____
<input type="checkbox"/> 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:	
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	Signature: <u>Patrick Schallberger</u> Print Name: <u>Patrick Schallberger</u> Title: <u>CEO</u>
Federal Use Only:	Authorized for local reproduction 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.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

OTHER REQUIRED DOCUMENTS

- Certification by Contractor Criminal Records Check*
- Conflict of Interest*
- Drug-Free Workplace Certification*
- Tobacco Use Policy*
- Workman's Compensation Certification*
- Certificates of Liability Insurance**
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- Recall Program*
- Contingency Plan
- Security and Safety Program
- Bovine Growth Hormone (BGH)*
- Nutrient Analysis*
- Nutritional specification and Ingredient Sheets*
- W9 Form**
- HACCP Plan OR Food Security

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To Board of Trustees of Capistrano Unified School District:

I, Patrick Schallberger certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for District, my employees will **OR** will not have contact with students of District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

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

Executed at San Marcos, Ca on June 29, 2021
(City) (State) (Date)


Signature

Patrick Schallberger
Typed or printed name

CEO
Title

622 E. Mission Road, San Marcos, CA 92069
Address

760-744-3222
Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse itself for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to it. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department of Justice shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school District that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony

in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN CONTACT WITH PUPILS)

Use additional copies of page as needed

Name of Contractor: Hollandia Dairy Inc.

Name of Employee or Volunteer	Position
Alfred Goodlow	Route Operation Manager
Shadi Hamdi	Route Operation Supervisor
Heriberto Guerrero	Route Operation Foreman
Thomas Grimm	Route Operation Foreman
Joseph Castorena	Driver
Corey Woodrum	Driver

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Lynh Rust at lnrust@capousd.org.

CONFLICT OF INTEREST

All bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

Patrick Schallberger
PRINT NAME


SIGNATURE AND DATE

June 29, 2021

CEO
TITLE OF OFFICER

Hollandia Dairy Inc.
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by District in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]x
- Part-Time employee? [Yes] [No]x
- As-Needed employee? [Yes] [No]x
- Consultant? [Yes] [No]x
- Or other, please

Explain: N/A

b. What were the date(s) of your employment/employment contract/consulting contract?
N/A

c. In which department(s) of District did you work?
N/A

d. Who was/were your Supervisor(s)?
N/A

e. Please describe your job duties and responsibilities for each District position held?
N/A

f. What was your last date of employment?
N/A

2. Do any Board of Trustees member(s) or District employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [~~No~~]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board member(s) or employee(s)?

N/A

b. What is his/her position with your company?

N/A

c. If a Board of Trustees member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

N/A

3. Are any of your former employee(s), (Consultants) presently employed by District? [Yes] [~~No~~]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

N/A

b. What was his/her title at your company?

N/A

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

N/A

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

N/A

d. What were the date(s) of his/her employment?

N/A

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day 29, June, 2021; in the (Month) June,

6-29-2021 .(City) San Marcos (State) California



(Signature)

Patrick Schallberger

(Printed Name)

CEO

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §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 contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. 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 §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 statement required by Government Code §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 Government Code §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

COMPANY NAME: Hollandia Dairy Inc.

1990, I may be subject to debarment in accordance with the requirements of Government Code §8350, et seq.

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

Hollandia Dairy Inc.

Name of Contractor



Signature

Patrick Schallberger

Print Name

CEO

Title

June 29, 2021


Date

TOBACCO USE POLICY

In the interest of public health, Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the undersigned agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Hollandia Dairy Inc.
Name of Bidder

Signature
June 29, 2021
Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Hollandia Dairy Inc.
Name of the Contractor

By: 
Signature

Patrick Schallberger
Print Name

CEO
Title

June 29, 2021
Date

(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 the contract.)

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	\$1,000,000 minimum limit per occurrence \$2,000,000 minimum general aggregate
Automobile Liability:	\$1,000,000 minimum limit per occurrence
Workers' Compensation: Employers' Liability:	As required by the California Labor Code \$1,000,000 minimum limit
Course of Construction	\$1,000,000 minimum limit per occurrence

For all insurance coverages provided by bidder, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than "A" unless otherwise approved by District, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.

- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Bidder agrees to defend, indemnify, save and hold harmless Capistrano Unified School District (District), its officers, agents, representatives, employees and Board of Trustees; and provides named additional insured endorsements for District, its officers, agents, representatives, employees and Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the bidder products and completed operations of the bidder; premises owned, occupied or used by the bidder; or automobiles owned, leased, hired or borrowed by the bidder. The coverage shall contain no special limitations on the scope of protection afforded to District, its subsidiaries, officials, employees and Board of Trustees.

For any claims related to the Services, the bidder's insurance coverage shall be primary insurance as respects District, its subsidiaries, officials, employees and Board of Trustees. Any insurance or self-insurance maintained by District, its subsidiaries, officials, employees and Board of Trustees shall be excess of the bidder's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

The "Description of Operations" section must include the following: "Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

The bidder shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences

CERTIFICATE OF LIABILITY INSURANCE

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached).

The second page is a separate required endorsement page (Page 2, see attached) and should include your policy number and name **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

See the following example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2011

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C No. Ext.):	FAX (A/C No.):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NO.	POLICY EFF (MM/DD/YYYY)	TERMINATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/> Y	XYZ12450987654	1/9/2011		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under SPECIAL EXCLUSIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				WC STATU. <input type="checkbox"/> OTH- <input type="checkbox"/> TYP Y LIMITS ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: CA700H6004

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2020

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

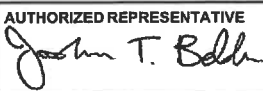
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA. Inc LIC #0726293 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Arthur J. Gallagher & Co. PHONE (A/C, No, Ext): 949-349-9800 FAX (A/C, No): 949-349-9962 E-MAIL ADDRESS: OCcertificaterequest@ajg.co	
	INSURER(S) AFFORDING COVERAGE INSURER A : StarNet Insurance Company INSURER B : New Hampshire Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 40045 23841
INSURED Hollandia Dairy, Inc. 622 E. Mission Rd San Marcos, CA 92069	HOLLDAI-01	

COVERAGES **CERTIFICATE NUMBER:** 1912374770 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	XCP900474815	6/30/2020	6/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Product Recall \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		XCP900474815	6/30/2020	6/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	025893721	6/30/2020	6/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is included as additional insured on the general liability policy, as required by written contract.						

CERTIFICATE HOLDER Capistrano Unified School District 33122 Vallee Road San Juan Capistrano CA 92675 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT – COMMERCIAL GENERAL LIABILITY ENHANCEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the broader coverage or higher limits shall apply.

SCHEDULE OF COVERAGES

	Coverage	Limit/Deductible/ Included
A.	Blanket Additional Insured When Required By Written Contract	Included
B.	Non-Owned Watercraft	50 feet
C.	Fellow Employee Coverage And Good Samaritan Services Coverage	Included
D.	Extended Coverage - Bail Bonds	\$3,000
E.	Extended Coverage - Loss Of Earnings	\$500
F.	Blanket Waiver Of Subrogation	Included
G.	Knowledge And Notice Of Occurrence	Included
H.	Unintentional Omission Or Disclosure	Included

A. BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization to whom you become obligated through a written contract or written agreement, excluding contracts or agreements for professional services, to include as an additional insured under this policy, but only to the extent that such person or organization is liable for “bodily injury”, “property damage”, or “personal and advertising injury” in connection with:
 - a. “Your product” or “your work”; or
 - b. Premises owned, leased, or rented to you.
2. The insurance afforded to these additional insureds applies only if the “bodily injury”, “property damage” occurs, or “personal and advertising injury” offense is committed:
 - a. During the policy period; and
 - b. Subsequent to the execution of the written contract or written agreement; and
 - c. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
3. The most we will pay on behalf of the additional insured is the lesser of:
 - a. The limits of insurance specified in the written contract or agreement; or
 - b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this section.

ENDORSEMENT – COMMERCIAL GENERAL LIABILITY ENHANCEMENT

4. If we cover a claim or "suit" under this Coverage Part that may be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

B. NON-OWNED WATERCRAFT

1. Paragraph (2) of **g. Aircraft, Auto Or Watercraft** under **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than fifty feet long; and
 - (b) Not being used to carry persons or property for a charge.
2. The insurance provided by this provision shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

C. FELLOW EMPLOYEE AND GOOD SAMARITAN SERVICES COVERAGE

Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
 - (1) "Bodily injury" or "personal and advertising injury" to the spouse, child, parent, brother or sister of a co-"employee" or "volunteer worker" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business; and
 - (2) "Property damage" to property owned, occupied or used by; rented to, in the care, custody or control of; or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).
 - (3) "Bodily injury" or "property damage" arising out of his or her providing or failing to provide professional health care services.

However, this restriction does not apply to the rendering, without charge, of "good Samaritan services". This applies only if such "good Samaritan services" is outside of the scope of duties performed for you.

"Good Samaritan services" means any emergency medical services or first aid for which no compensation is demanded or received.

ENDORSEMENT – COMMERCIAL GENERAL LIABILITY ENHANCEMENT

D. EXTENDED COVERAGE – BAIL BONDS

Paragraph 1.b. under **SUPPLEMENTAL PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

E. EXTENDED COVERAGE – LOSS OF EARNINGS

Paragraph 1.d. under **SUPPLEMENTAL PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. BLANKET WAIVER OF SUBROGATION

The following is added to **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any loss, provided that the loss arises out of:

- a. premises owned or occupied by you or rented or loaned to you;
- b. ongoing operations performed by you or on your behalf, done under a contract with a person or organization;
- c. "your work" or "your products".

The waiver applies only to the person or organization designated in such contract.

G. KNOWLEDGE AND NOTICE OF OCCURRENCE

Paragraph a. under **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and replaced by the following:

- a. In the event of an "occurrence" or an offense which may result in a claim, you must give us or our authorized representative prompt notice of the "occurrence" or offense including:
 - (1) How, when and where the "occurrence" or loss occurred;
 - (2) To the extent possible, the names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Your duty to give us or our authorized representative prompt notice of the "occurrence" or offense applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company, or

ENDORSEMENT – COMMERCIAL GENERAL LIABILITY ENHANCEMENT

- (4) An executive officer or the "employee" designated by you to give such notice, if you are an organization other than a partnership or limited liability company.

H. UNINTENTIONAL OMISSION OR DISCLOSURE

The following is added to 6. **Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- d. However, the unintentional omission of or failure to disclose any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
					-				
Of									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing this filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share or any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income; and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 3 for further information.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HOLLANDIA DAIRY, INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 622 E. MISSION RD	Requester's name and address (optional)
6 City, state, and ZIP code SAN MARCOS, CA 92069	
7 List account number(s) here (optional)	

Part Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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3	3	-	0	2	1	9	4	4	4		

Part Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Sharon Lewis</i>	Date ▶ <i>1/4/2021</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TERMS AND CONDITIONS

- A. PROHIBITED INTERESTS. No officer, employee or agent of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this Article.
- B. STATE AUDIT. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of District, the bidder, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Officer for a period of three (3) years after final payment is made under this Contract. Bidder shall preserve and cause to be preserved such books, records and files for the audit period.
- C. CONTRACT DOCUMENTS. The complete contract includes the following documents (if required elsewhere): advertisement/notice calling for bids, bid objective, instructions for bidders, bid specification requirements, bid form and agreement, noncollusion declaration, information required of bidder, participation of disabled veteran business enterprises, contractor criminal records check, conflict of interest, drug-free workplace, tobacco use policy, workman's compensation, certificates of insurance, W-9 form, terms and conditions, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be as binding as if calling for by all.
- D. EXECUTION OF CONTRACT. The successful bidder shall within ten (10) days of notice of award return the signed contract to District's Purchasing department.
- E. INSURANCE. Bidder shall maintain insurance to protect him from claims under worker's compensation laws as required by Labor Code Section 3700 and for claims or damages for personal injury, including death and damage to property, which may arise from operations under the contract. Bidder agrees to carry comprehensive general liability insurance with limits of One Million dollar (\$1,000,000) per occurrence and agrees to name District as additional insured. No later than the actual start date of the contract, bidder shall be required to file with District certificates of such insurance. Failure to furnish such evidence, if required by District, may result in e District declaring

the bidder to be non-responsive or non-responsible. Specific insurance requirements may be called out in the bid.

- F. INVOICES AND PAYMENTS. Unless specified otherwise, bidder shall render invoices in for materials delivered or services performed under the contract to District's Accounting department. Invoices shall be submitted immediately on the form designated by District, under the same firm name as shown on the contract. Bidder shall separately list any taxes to be paid by District and shall certify on each invoice that federal excise taxes are not included on the prices listed therein. District shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized District representative.

All cash discounts shall be taken and computed from the date of delivery or acceptance of materials or the date of the receipt of the invoice, whichever is later.

- G. NO ORAL AGREEMENTS. No oral agreement or conversation with any officer, agent or employee of the District, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.
- H. PERMITS AND LICENSES. Bidder and all bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed therein. Each bid will specify what licenses and permits are required and bidder shall declare under penalty of perjury that he possesses the required licenses or permits.
- I. NO ASSIGNMENT. Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of District; and bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of District, be terminated, revoked and annulled, and District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless

authorized as set forth herein by written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract.

J. PROHIBITED INTERESTS. No officer, employee or agent of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any material supply contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, or attorney of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this Article.

K. HOLD HARMLESS. Bidder will hold harmless and indemnify District, its officers, employees and agents from every claim or demand which may be made by reason of:

Liability for damages for (a) death or bodily injury to persons; (b) injury to, loss or theft of property; or (c) any other loss, damage or expense arising under either (a) or (b) above, sustained by the bidder or any person, firm or corporation employed by the bidder upon or in connection with the work and/or delivery of equipment and supplies called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of District, its officers, employees, agents, or independent contractors who are directly employed by District, and except for liability resulting from the active negligence of District.

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the bidder, or any person, firm, or corporation employed by the bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including District arising out of, or in any way connected with the work and/or delivery of equipment and supplies covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose from the negligence or willful misconduct of anyone employed by the bidder, either directly or by independent contract, and not by the active negligence of District.

The bidder, at bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that

may be rendered against District, its officers, agents or employees, in any action, suit or other proceedings as a result thereof.

- L. NO WAIVER. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
- M. DELIVERY. Unless otherwise specified, items are to be delivered F.O.B. to designated location as specified in the purchase order. All costs for delivery, drayage, insurance, freight, packing and unpacking of said articles shall be borne by the bidder.

All items are to be bid in an assembled condition and ready for installation.

All deliveries shall be accompanied by a packing slip, and purchase order number shall appear on all cases and packages. Unmarked cartons may be refused.

Bidder's insurance for delivery shall apply until items are received at District site. Any equipment damaged in unpacking, assembling, or installing shall be repaired or replaced as necessary to produce a perfect installation. Damage caused by any bidder, or his agents, to building surfaces, shall be neatly patched and repaired as required without any additional cost to District.

- N. WARRANTY. Notwithstanding inspection and acceptance by District of supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, the bidder warrants that:

All items or services furnished under this contract shall be in accordance with District's specifications as called out in this bid. The successful bidder shall furnish and deliver the quantity designated in the award of the bid. Any items determined by the authorized personnel of the Purchasing or Food & Nutrition Services departments to be not in accordance with or conforming to the specifications of the bid, shall be rejected and promptly removed from District's premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications or contract sample, the cost of such test shall be paid for by the bidder.

The preservation, packaging, packing and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this Contract.

Within a reasonable time, District may either:

By written notice, require the prompt correction or replacement of any supplies or part thereof (including preservation, packaging, packing and marking) that do not conform with the requirements of this Contract within the meaning of paragraph 1.a of this clause;
or

Retain such supplies, whereupon the contract price thereof shall be reduced by an amount equitable under the circumstances and the bidder shall promptly make appropriate repayment

When return, correction or replacement is required, District shall return the supplies and transportation charges and responsibility for such supplies while in transit shall be borne by the bidder. However, the bidder's liability for such transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the designated destination point under this contract and the bidder's plant, and return.

If the bidder fails or refuses to correct or replace the nonconforming supplies within a period of ten (10) days (or such longer period as District may authorize in writing) after receipt of notice specifying such failure or refusal, District may, by contract or otherwise, correct or replace them with similar supplies and charge to the bidder the cost occasioned to District thereby. In addition, if the bidder fails to furnish timely disposition instructions, District may dispose of the nonconforming supplies for the bidder's account in a reasonable manner, in which case District is entitled to reimbursement from the bidder or from the proceeds for the reasonable expenses of the care and disposition of the nonconforming supplier, as well as for excess costs incurred or to be incurred.

Any supplies or parts thereof corrected or furnished in replacement pursuant to this clause shall also be subject to all the provisions of this clause to the same extent as supplies initially delivered.

The word "supplies" as used herein includes related services.

The rights and remedies of District provided in this clause are in addition to and do not limit any rights afforded to District by any other clause of the Contract.

- O. **BIDDER'S CLAIMS.** If the bidder shall claim compensation for any damage sustained by reason of the acts of District or its agents, bidder shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the bidder shall file with District an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
- P. **DISPUTES.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, bidder agrees to continue the work diligently to completion. If the dispute is not resolved, bidder agrees it will neither rescind the Contract nor stop the progress of the work, but bidder's sole remedy shall be to submit such controversy to determination by a

court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of bidder. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to bidder and District shall not be liable to bidder for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render bidder an accounting of such funds disbursed on behalf of bidder.

- Q. **DEFAULT.** The successful bidder hereby agrees that time is of the essence in delivery of the items under this contract. District shall hold the bidder responsible for any damage which it may sustain because of the failure or neglect by the bidder to comply with any term or condition contained herein.

If the bidder fails or neglects to furnish or deliver any of the items or services listed herein at the prices named and the time and place herein stated, or otherwise fails or neglects to comply with the terms of the contract, District may, upon written notice to the bidder, cancel the contract in its entirety or cancel or rescind any and all items affected by such default. District may, whether or not the contract is cancelled in whole or in part, purchase the materials, equipment, supplies or services elsewhere without notice to the bidder. The prices paid by District at the time such purchases are made shall be considered to be prevailing market prices, and any extra cost incurred by District due to the bidder's default shall be collected by District from the bidder and/or the surety on the performance bond.

- R. **DISTRICT'S RIGHT TO TERMINATE CONTRACT.** If the bidder refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete delivery of said material and/or service within such time, or if the bidder should file a petition for relief as a debtor, or should relief be ordered against bidder as a debtor under Title 11 of the United States Code, or if bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if bidder should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, or ordinances or instructions of District, or if bidder or its subcontractors should otherwise be guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon bidder and its surety of District's intention to terminate this Contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, bidder

shall not be entitled to receive any further payment until service is finished or material delivered.

- S. PROTECTION OF PERSONS AND PROPERTY. The bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials.



Ingredient Guide

FOR BETTER
SCHOOL FOOD
PURCHASING



This guide is a resource for school food leaders and manufacturers alike who are committed to improving the overall quality, nutritional value, and safety of food provided to all students in every school. It highlights unwanted ingredients to eliminate, or those to watch out for, as new food products are developed and others are modified.



schoolfoodfocus.org

UNWANTED INGREDIENT LIST



Unwanted ingredients shall not be included in any amount in newly developed products, and should be eliminated over time from existing products.

ARTIFICIAL COLORS

Caramel Color: Class III, IV

Description: Caramel color is made by heat treatment of sugar compounds. Class III and IV are made with ammonium compounds as well. These ingredients are commonly found in processed foods such as soy and Worcestershire sauces, chocolate-flavored products, baked goods and pre-cooked meats, but the most significant sources in the diet are colas and caramel-colored beverages.

Concern: When produced with ammonia, caramel coloring contains contaminants (i.e., 2-methylimidazole, 4-methylimidazole), which have been found to cause cancer in animal studies conducted by the National Toxicology Program (NTP).² The International Agency for Research on Cancer (IARC), a division of the World Health Organization, has concluded that 2-methylimidazole and 4-methylimidazole are “possibly carcinogenic to humans.”^{3,4} Furthermore, under Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, the state of California classifies 2-methylimidazole and 4-methylimidazole as carcinogenic.⁵

Synthetic Food Dyes: Blue 1, Blue 2, Citrus Red 2, Green 3, Red 3, Red 40, Yellow 5, Yellow 6

Description: Dyes, originally derived from coal tar and now made from synthetic chemicals, are added to foods to make items look more appealing. Examples of these artificial colorings include: Blue 1, Blue 2, Citrus Red 2, Green 3, Red 3, Red 40, Yellow 5 and Yellow 6, and are commonly found in processed foods.

Concern: Studies demonstrates that food dyes trigger hyperactivity or other behavioral problems in some children.⁶⁻¹⁰ Some dyes are also known to cause allergic or hypersensitivity reactions.¹¹ In Europe, most dyed foods carry a warning label, “may have an adverse effect on activity and attention in children.” Animal studies show that certain food dyes pose a risk of cancer.⁶

ARTIFICIAL FLAVORS & UNSPECIFIED NATURAL FLAVORS

Description: The term artificial flavor or artificial flavoring is defined by the Food and Drug Administration (FDA) as “any substance, the function of which is to impart flavor, which is not derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, fish, poultry, eggs, dairy products, or fermentation products thereof.”¹²

The term natural flavor or natural flavoring is defined by the FDA as “the essential oil, oleoresin, essence or extractive, protein hydrolysate, distillate, or any product of roasting, heating or enzymolysis, which contains the flavoring constituents derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, seafood, poultry, eggs, dairy products, or fermentation products thereof, whose significant function in food is flavoring rather than nutritional.”¹²

These types of flavors are commonly found in processed foods such as breakfast cereals, desserts, soft drinks, and many other foods.

Concern: The use of artificial and natural flavors indicates the absence of whole ingredients, most often fruits. Some people may be sensitive to certain flavoring ingredients.¹³

The FDA allows manufacturers to put natural flavor on ingredients lists without any specifics of what flavors are used. School food service departments are requesting that when natural flavors are used they include specific details explaining from which natural flavors the ingredients are derived. Many districts have students that are allergic or sensitive to certain ingredients. Therefore, products listing natural flavors without any additional specifics will not be permitted.

ARTIFICIAL PRESERVATIVES

Butylated Hydroxyanisole (BHA)

Description: BHA is an antioxidant preservative that retards rancidity in fats and oils; commonly found in processed products, particularly meats, cereals, potato chips and vegetable oils.

Concern: In the Report on Carcinogens the National Toxicology Program within the Department of Health and Human Services lists BHA as “reasonably anticipated to be a human carcinogen.”¹⁴

Butylated Hydroxytoluene (BHT)

Description: BHT is an antioxidant preservative that retards rancidity in oil. It is commonly found in processed foods, particularly cereals, meats, and oils.

Concern: Some animal studies of carcinogenicity and chronic toxicity of BHT have shown contradictory results. Researchers conclude that BHT's pervasive presence and controversial toxicological data should be of concern to consumers.¹⁵ The Center for Science in the Public Interest recommends that BHT be replaced by safer substitutes or left out of foods altogether.¹³

Propyl Gallate

Description: Propyl gallate is an antioxidant used to protect fats, oils, and fat containing foods from going rancid, and is commonly found in meat products, soup bases and potato sticks. It is commonly used in conjunction with BHA and BHT.¹³

Concern: Safety studies published by the US government have shown concerning results. In one study propyl gallate appeared to cause cancers in rats treated with a low dose of propyl gallate as opposed to those treated with a zero dose or high dose.¹⁶ The Center for Science in the Public Interest explains that this finding suggests this food additive could be an endocrine disruptor, as well as a carcinogen. More research is recommended to better understand how this additive impacts human health.¹³

Tert-Butylhydroquinone (TBHQ)

Description: TBHQ is an antioxidant preservative that is used to prevent rancidity. Sometimes it is used in conjunction with BHA, BHT and propyl gallate. It is commonly found in vegetable oil, snack foods, cereals and other fat-containing foods.¹³

Concern: A government animal study showed TBHQ increased the incidence of tumors.^{13,17}

ARTIFICIAL SWEETENERS & OTHER SUGAR-FREE SWEETENERS

Description: Artificial and other sugar-free sweeteners include a wide range of sugar substitutes including but not limited to: Acesulfame-potassium, Aspartame, Brazzein, Cyclamate, Monatin, Monk Fruit, Neotame,

Saccharin, Stevia Leaf Extract (Rebiana), Sucralose, Sugar Alcohols (Erythritol, Hydrogenated Starch Hydrolysate, Isomalt, Lactitol, Maltitol, Mannitol, Sorbitol, Xylitol), Thaumatin. These sweeteners are used to improve sweetness in foods or beverages with fewer calories than those produced with caloric sweeteners (e.g., cane sugar, high fructose corn syrup). These ingredients can be found in a range of products such as diet beverages, baked goods, yogurts and cereals, and are not limited to products labeled as diet or low-sugar.

Concern: In general, these sweeteners are mainly used in foods and beverages that are of lower nutritional quality and do not serve a functional role in PK-12 students' diets. Research findings have been inconsistent, and some studies have shown that a few artificial sweeteners including acesulfame-potassium, aspartame, saccharin, and sucralose may pose a risk of cancer.^{13,18-20}

FLAVOR ENHANCERS

Monosodium Glutamate (MSG)

Description: MSG is an amino acid that is used to enhance the meaty (i.e., umami) flavor of foods. It is commonly found in processed foods, and as an ingredient in artificial flavorings.

Concern: MSG is commonly used to substitute for flavor, allowing food manufacturers to reduce the use of nutritionally superior ingredients (e.g., using MSG to reduce amount of chicken needed in chicken soup). For certain sensitive individuals, MSG has been linked to adverse reactions including but not limited to headache, nausea, weakness, and a burning sensation on the back of the neck, forearms and chest. Some people report difficulty breathing, changes in heart rate or blood pressure, and chest pain.^{13,21}

FLOUR CONDITIONERS

Azodicarbonamide (ADA)

Description: Azodicarbonamide (ADA) is a chemical substance used by commercial bakers as a dough conditioner for bread baking and as a whitening agent in cereal flour.²² ADA is used in baked products such as breads, rolls and pizza crusts.

Concern: During bread making, ADA completely breaks down to form other chemicals, one of which is semicarbazide (SEM). At high levels, animal studies have shown SEM has increased the incident of tumors when fed to female mice.²² Another chemical that is a result of ADA's break down is urethane, a recognized carcinogen.¹³ The FDA explains that ADA is not necessary for bread making and there are alternative ingredients approved for use available.²²

Bromated Flours: Potassium Bromate

Description: Bromated flours are those that contain the additives potassium bromate or calcium bromate. These additives are flour "improvers" used to strengthen dough allowing for greater oven spring and higher rising. This type of flour is used in white breads, rolls, crackers, and pizza crusts.

Concern: The majority of bromate breaks down in the baking process. However, the main concern is that various animal studies demonstrate an association of potassium bromate with cancer.¹³ The International Agency for Research on Cancer considers potassium bromate to be possibly carcinogenic to humans, and the US Environmental Protection Agency considers it to be a probable human carcinogen.^{23,24} California's Proposition 65 also lists potassium bromate as a carcinogen.⁵ Many countries with the exception of the US and Japan have banned bromates.¹³

HIGH FRUCTOSE CORN SYRUP

Description: High fructose corn syrup (HFCS) is a sweetener derived from corn and chemically altered to change the natural fructose to glucose ratio. This caloric sweetener is commonly found in processed foods and beverages, and not limited to sweets.

Concern: Between 1970 and the late 1990's American's annual consumption of high fructose corn syrup (HFCS) increased from 3.6 pounds per capita to 62.4 pounds, primarily as a result of cheap HFCS available on the market.²⁵ At the same time childhood obesity was on the rise. Researchers have shown this increased consumption of HFCS has a temporal relation to the obesity epidemic.²⁶

It is important to note that *all* added sugars—not just high fructose corn syrup—contribute empty calories linked to numerous health problems, including weight gain, type 2 diabetes, metabolic syndrome and high

triglyceride levels, which increase the risk of heart disease. *All* added sugars must be carefully watched and eliminated from food served in schools when not serving a vital functional or culinary purpose.

However, the proliferation of HFCS as a cheap caloric sweetener in the food supply, and its subsequent link to rates of childhood obesity, overweight, diabetes, and dental caries elevate it to the Unwanted List. This particular ingredient is placed here because it is ubiquitous in overly processed, low quality foods districts seek to eliminate from their menus. Many food manufacturers, restaurants and school districts have already eliminated its use; a trend Focus is reinforcing.

NITRATES AND NITRITES

Description: Nitrates and nitrites are found in diets through vegetables (e.g., celery, lettuce, and spinach), fruits, cured meats, fish, dairy products and cereals. Some meats and meat products contain sodium nitrate and/or sodium nitrite as preservatives.²⁷ Additional functions include stabilizing the red color and adding flavor to cured meats. These ingredients are commonly used in processed meat products, such as bacon, ham, frankfurters, and luncheon meats.¹³

Concern: Nitrates and nitrites can lead to the formation of small amounts of potent cancer-causing chemicals known as nitrosamines.^{28,29} Several studies link consumption of cured meat and nitrite by children, pregnant women, and adults with various types of cancer.¹³ In 2015, the International Agency for Research on Cancer (IARC) at the World Health Organization classified processed meat as “carcinogenic to humans.”³⁰

PARTIALLY HYDROGENATED OILS

Description: Partially hydrogenated oil (PHO) is made by adding hydrogen to vegetable oil in a process called hydrogenation, which makes the oil more solid. These oils are used by food manufacturers to improve the texture, shelf life, and flavor stability of foods. During the hydrogenation process trans-fats are formed.³¹

Concern: Eating trans-fat raises one’s levels of low-density lipoprotein (i.e., LDL or “bad” cholesterol) and lowers high-density lipoprotein (i.e., HDL or “good” cholesterol) in the blood. Consumption of trans-fats can increase

one's risk of developing stroke, type 2 diabetes, and heart disease, the leading cause of death for men and women in the US.³² In June 2015 the FDA took action to significantly reduce PHOs in the food supply and recommends keeping dietary intake of trans fat as low as possible.³¹ An expert advisory committee for the 2015 Dietary Guidelines recommended that "partially hydrogenated oils containing trans-fat should be avoided."³³

WATCH INGREDIENT LIST

ADDED SODIUM

Description: Sodium and sodium chloride are added to foods, often during processing, for preservative or flavor purposes. In the average American diet almost half of all dietary sodium comes from these 10 foods: breads and rolls, cold cuts and cured meats (e.g., deli or packaged ham, or turkey), pizza, fresh and processed poultry, soups, sandwiches (e.g., cheeseburgers), cheese, pasta dishes, meat-mixed dishes (e.g., meat loaf with tomato sauce), and snacks (e.g., chips, pretzels, and popcorn).³⁴

Concern: Salt, at levels present in the diets of most people, is one of the single most harmful substance in the food supply. While the body needs small amounts of sodium to function properly, most Americans are consuming far too much of it, leading to high blood pressure, which in turn is associated with an increased risk of heart disease and stroke.³⁴ While these health problems typically manifest in adult populations, their precursors start in early childhood.³⁵ Children ages 2 to 19 consume more than 3,100 mg of sodium a day, which is over twice daily recommendation of the American Heart Association (AHA). The AHA recommends that Americans of all ages consume no more than 1,500 mg of sodium a day.³⁶

Sodium levels in school meals are already regulated by the USDA. Sodium limits and tiered reductions are currently in place.^{37,38} The inclusion of added sodium on this list is intended to support planned reductions in sodium limits by removing excess added sodium from highly processed food products.



These ingredients can be a red flag as they are frequently overused, common in foods of lower nutritional quality, and tend to indicate a highly processed food. As a result, we encourage school districts and food manufacturers to Watch Out for ingredients like these and demand transparency and accountability in their use.

Items in the Watch List will be scrutinized by buyers, and their function must be understood and justified through dialogue between Focus, districts and food manufacturers.

ADDED SUGARS

Description: Added sugars are caloric sweeteners added to processed and prepared foods that include but are not limited to: agave, anhydrous dextrose, brown sugar, cane juice, cane sugar, confectioner's powdered sugar, corn syrup, corn syrup solids, crystal dextrose, date sugar, dextrose, evaporated cane juice, fructose, fruit juice concentrate, high-fructose corn syrup, high-maltose corn syrup, honey, invert sugar, isomaltulose, lactose, malt syrup, maltose, maple syrup, molasses, nectars (e.g., peach nectar, pear nectar), pancake syrup, raw sugar, sucrose, sugar, sugar cane juice, trehalose, white granulated sugar. These types of sweeteners are commonly found in all types of foods and beverages but the major source of these are in sugar-sweetened beverages (e.g., soft drinks, energy drinks, sports drinks), baked goods (e.g., cakes, cookies, pies, cobblers, sweet rolls, pastries, donuts), fruit drinks (e.g., fruitades, fruit punch) and dairy desserts (e.g., ice cream).³⁹

Concern: Added sugars are ubiquitous and appear on ingredient labels of heavily processed foods in many forms. Excess daily consumption of added sugars, especially in beverages, has been linked to poor nutrient intake, tooth decay, overweight, obesity, diabetes, as well as the development of cardiovascular disease and its associated risk factors.⁴⁰⁻⁴³ Over the last decade American's consumption of added sugars has started to decrease but still remains higher than recommended levels.^{44,45} While most everyone enjoys a sweet, the majority of Americans of all ages consume too much of it.

While it is understood that certain foods and beverages require some level of added sugars, the quantities of these ingredients need to be within reason, and other foods and beverages do not require them. School food professionals have to be mindful of total grams of added sugar and total calories from such sweeteners to ensure that their menus meet USDA Meal Pattern Guidelines as well as contribute to healthful diets for students throughout the year. The school food environment is a place to model healthy eating by reducing added sugars.

ARTIFICIAL PRESERVATIVES

Benzoates and Benzoic Acid

Description: Benzoates (e.g., sodium benzoate, potassium benzoate, calcium benzoate) and its close relative benzoic acid are used as preservatives



BIGGEST CONCERNS:

Too much added sodium and sugars
The science is clear that added sodium and all added sugars are the food ingredients that pose the greatest dietary threat to human health in the US. These two ingredients are included in a vast array of foods and beverages, and consequently consumed in excessive amounts leading to poor health outcomes and serious chronic diseases.

to prevent the growth of microorganisms in acidic foods, and are commonly used in fruit juices, carbonated beverages, pickles and processed foods.

Concern: There is some evidence that benzoates such as sodium benzoate may cause hives, asthma, or other hypersensitivity reactions in sensitive individuals.⁴⁶ Benzoates can also react in beverages that contain ascorbic acid (i.e., vitamin C) or erythorbic acid, a chemical cousin of vitamin C, to form small amounts of benzene, a chemical linked to leukemia and other cancers.¹³ In 2006, the FDA's Center for Food Safety and Applied Nutrition shared findings on their survey of benzene in beverages in which 4 out of 100 beverages had elevated levels of benzene.⁴⁷ While this occurrence is uncommon school districts plan to keep an eye on products containing these types of preservatives.

Sulfites

Description: Sulfites are used as a preservative to prevent discoloration in foods such as dried fruits and processed potatoes (e.g., dried, fried or frozen potatoes).

Concern: This preservative destroys vitamin B1 in foods, thus, reducing the foods nutritional profile. For some sensitive individuals, in particular asthmatics, sulfites can cause severe reactions.^{13,48} The US FDA requires that foods that use sulfites as an ingredient or during processing declare its presence on food labels. Sulfites are prohibited from use with certain foods such as raw fruits and vegetables. However, they are still allowed with minimally processed potatoes and dried fruits.⁴⁹

BLEACHED FLOUR

Description: Bleached flour is flour that has been treated with an oxidizing agent, most commonly benzoyl peroxide, to accelerate the natural aging process that results in a whiter color and improves its baking properties.⁵⁰

Concern: Bleached flour tends to be used in highly processed foods. There is limited information available documenting the impact that bleaching has on flour's overall nutrient content. In 2001, a WHO's Expert Committee on Food Additives "noted the importance of assessing the nutritional and toxicological implications of treatment of foods treated with benzoyl peroxide

with respect to potential effects on proteins, vitamins, antioxidants and physiologically important lipids,” however, at the time of assessment no information was available.⁵¹ Unbleached flour that has been aged naturally without bleaching agents is preferred.

SPECIFIED NATURAL FLAVORS

Description: The term natural flavor or natural flavoring is defined by the FDA as “the essential oil, oleoresin, essence or extractive, protein hydrolysate, distillate, or any product of roasting, heating or enzymolysis, which contains the flavoring constituents derived from a spice, fruit or fruit juice, vegetable or vegetable juice, edible yeast, herb, bark, bud, root, leaf or similar plant material, meat, seafood, poultry, eggs, dairy products, or fermentation products thereof, whose significant function in food is flavoring rather than nutritional.”¹²

Concern: These flavors serve no nutritional function and they are commonly found in many kinds of foods of low nutritional value. The use of natural or artificial flavors indicates that the real ingredient has been left out. School districts report that some of their children may have allergic or hypersensitivity reactions to certain ingredients. School food service departments are requesting that when natural flavors are used they include specific details from which natural flavor ingredients are derived. For example, an ingredient list should include details such as “natural flavors (banana extract)”.

THICKENING AGENTS

Carrageenan

Description: Carrageenans are large molecules called a polysaccharide that are extracted from edible red seaweeds. They are used in foods as gelling, thickening and stabilizing agents, and are commonly found in dairy products (e.g., chocolate milk, skim milk, evaporated milk, milkshakes and instant breakfast power, cottage and cream cheese products, yogurt), dairy alternatives (e.g., almond milk, soy milk), fruit drinks, desserts (i.e., flans and custards, pudding, pie fillings), salad dressings, sauces (i.e., relish, pizza, BBQ), and tofu.^{13,52}

Concern: Carrageenan has no nutritional value.⁵³ Some people report that these thickening and texturing agents cause gastro intestinal problems.¹³ A number of animal studies have highlighted concern with findings demonstrating an association with “degraded” carrageenan with cancer.^{54,55} Small amounts of degraded carrageenan may contaminate food-grade carrageenan, and a bit more probably forms in the acidic conditions of the stomach.¹³

VEGETABLE PROTEINS

Isolated Vegetable Protein (IVP), Hydrolyzed Vegetable Protein (HVP) & Texturized Vegetable Protein (TVP)

Description: Isolated vegetable protein is typically extracted from soybeans but can also be derived from other foods such as peas. Textured vegetable protein is soy protein that has been combined with chemical additives and processed into granules, chunks, or strips that can function as a meat analog. Hydrolyzed vegetable protein is used as a flavor enhancer in a wide variety of foods including soups, frankfurters, sauce mixes and beef stew.¹³

Concern: These ingredients are found in many processed foods, in particular animal products. They serve various functions such as fillers, extenders or flavor enhancers, especially to make meat products cheaper. Most of these proteins that serve as meat analogs undergo processing with hexane, which the Center for Disease Control has classified as a neurotoxin, and it's unclear how much of this remains in the proteins after processing.⁵⁶ In addition, HVP is made through the process of acidic hydrolysis of a vegetable protein. During the hydrolysis process carcinogenic compounds can be produced, and the resulting product is high in salt.⁵⁷ HVP also contains monosodium glutamate, which some individuals are sensitive to.⁵⁸ 🚫

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Eat REAL Certification K-12 Standards - BID Request Resource

The criteria listed below are intended to guide you in creating some potential parameters for your procurement. These include areas and thresholds that we evaluate during our assessment. It is important to note that our scoring is on a continuum and an *all or nothing* approach is not required. Eat REAL recognizes that there are many factors involved in procurement decisions and this list is intended to provide directional support for that decision making within the context of Eat REAL standards.

Standard	Product Preference Criteria
Sugar	Request products that have: <ul style="list-style-type: none"> ● No more than 6g of added sugar <ul style="list-style-type: none"> ○ Per 1 oz eq of grain ○ Per serving of entree sauces or dressings ○ Per serving of pre-packaged items
Starches	Request grains products that are: <ul style="list-style-type: none"> ● Whole grain rich (in alignment with USDA definition) ● 100% whole grain where possible, including intact whole grains
Fats	Request pre-made entree items and starchy vegetables that: <ul style="list-style-type: none"> ● Are not par-fried (set in oil) or deep-fried ● Do not contain hydrogenated or partially hydrogenated oils
Minimally Processed Ingredients & Scratch Cooking	Request products that are: <ul style="list-style-type: none"> ● Whole and minimally processed (see plant-based guide for minimally processed definition) <p>Please note: An updated version of our ingredient list for moderately and ultra-processed foods/ingredients list is in progress - will be available by late summer 2021.</p>
Fresh Produce + Sustainable Sourcing & Seasonality (Produce Only)	Request produce that is: <ul style="list-style-type: none"> ● Locally sourced - request preference for or give a higher score for locally/regionally (150/300 miles) sourced ingredients (Note: your district may already have a definition of locally sourced based on your region which we work to integrate into our assessment.) ● From small to midsize farms (ex: x % of produce will come from small to midsize or family farms) <ul style="list-style-type: none"> ○ Definitions are based on a metric called Gross Case Farm Income (GCFI): Small <\$350,000. Midsize >\$350,000 but less than \$1 million

	<ul style="list-style-type: none"> ○ Another metric: average number of acres per category (one square mile is 640 acres): Small: 961 acres. Midsized: 1582 acres (Source: USDA Farm Typology Report 2012) ● Organically grown (USDA Certified Organic), <u>when possible</u> ● Transparent in farm origin - request ability to track to farm name (at least to origin but preferably farm name) ● Pre-cut (if labor is an issue for your district) <p>Request support from your vendor:</p> <ul style="list-style-type: none"> ● Seasonality support - request support for seasonal menu planning and offer seasonal sourcing info ● Nutrition education - farmer and/or nutrition signage or other educational resources included in bids
<p>Animal Welfare, Antibiotic Use & Sustainability</p>	<p>Request animal products that are from animals:</p> <ul style="list-style-type: none"> ● Raised without the use of hormones (for beef, dairy & lamb) ● Raised without the use of antibiotics (e.g.: No Antibiotics Ever, USDA Verified Never Ever, Raised without Antibiotics) ● Raised on small scale farms** ● Raised on a local/regional farm (within 150/300 miles) ● Raised organically (USDA Certified Organic) ● Raised to meet one of our approved animal welfare certifications: e.g.: Certified Humane, GAP Step 2+, Animal Welfare Approved, American Grass-fed Association and other grass fed certifications. <p>For seafood:</p> <ul style="list-style-type: none"> ● Seafood products that meet the “Better Alternative” or “Best Choice” category by the Monterey Bay Aquarium Seafood Watch Program** <p>For plant-based:</p> <ul style="list-style-type: none"> ● Ask for plant-based alternatives to animal products with an emphasis on minimally processed** plant-based items <p>**Note: See our guide on levels of processing for plant-based foods and our animal certification guide for more details on both animals and seafood.</p>
<p>Waste Reduction & Management</p>	<p>Request service trays that are:</p> <ul style="list-style-type: none"> ● compostable/biodegradable ● Re-usable <p>Request that your waste management company provide recycling of:</p> <ul style="list-style-type: none"> ● Cardboard ● Glass ● Plastic ● Paper ● Steel ● Aluminum



TUV NORD CERT GMBH
Langemarckstr.20
45141 Essen
Germany

Certificate Of Registration

Hollandia Dairy Inc.

622 E. Mission Road
San Marcos, California 92069
USA

is registered as meeting the requirements of the

SQF Code for Manufacturing, edition 8.1

Certified HACCP Based Food Safety Plans

Certification Details:

Date of Decision:	02/22/2021	Date of Expiry:	10/07/2021
Date of Audit:	02/19/2020	Date of Next Audit:	07/24/2021
Certificate Number:	44824200547	Certificate Type:	Extension

Registration Schedule:

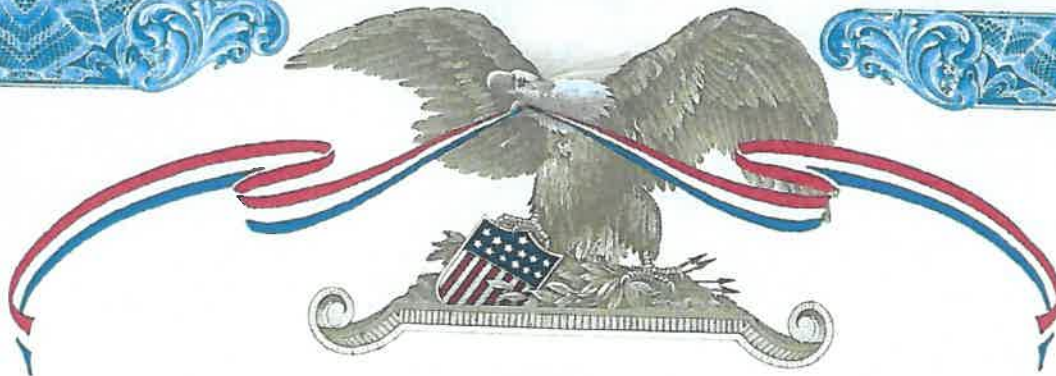
Scope of Registration (Food Sector Categories and Products)

- 10. Dairy Food Processing: Milk
- 10. Dairy Food Processing: Cottage Cheese
- 10. Dairy Food Processing: Sour Cream
- 10. Dairy Food Processing: Buttermilk
- 10. Dairy Food Processing: Yogurt
- 14. Fruit, Vegetable and Nut Processing, and Fruit Juices: Juice



SQF Institute is a division of the Food Marketing Institute (FMI)

G. Fiere
Authorized by
Incand
Issuing Officer



2020

CERTIFICATE OF REGISTRATION

This certifies that:

Hollandia Dairy, Inc
622 E. Mission Road
San Marcos, CA 92069-1902
United States

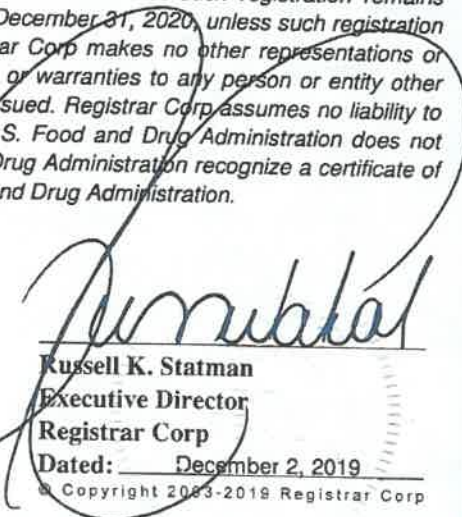
is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as currently effective on the date hereof by Registrar Corp:

U.S. FDA Registration No.: **13142516144**
DUNS: **029330792**
U.S. Agent for FDA
Communications: **Registrar Corp**
144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

This certificate affirms that the above stated facility is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as effective by Registrar Corp as of the date hereof, and Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until December 31, 2020, unless such registration has been terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. Registrar Corp assumes no liability to any person or entity in connection with the foregoing. The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.

Registrar Corp ★

144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179
info@registrarcorp.com • www.registrarcorp.com


Russell K. Statman
Executive Director
Registrar Corp

Dated: December 2, 2019

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STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
FOOD AND DRUG BRANCH
PROCESSED FOOD REGISTRATION

HOLLANDIA DAIRY
622 EAST MISSION RD.
SAN MARCOS, CA 92069

REGISTRATION NUMBER: 1850
EXPIRATION DATE: 5/12/2021

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

MILK PRODUCTS PLANT SCORE CARD
 STATE OF CALIFORNIA, DEPARTMENT OF FOOD AND AGRICULTURE
 ANIMAL HEALTH AND FOOD SAFETY SERVICES - MILK AND DAIRY FOOD SAFETY BRANCH
 SACRAMENTO 95814

Trade Name: Hollandia Milk Plant

Business Address: 622 E. Mission Rd
San Marcos, CA 92069

Owner or Manager: DeJong

Products Manufactured or Processed: Fluid Milk

Factory License Number: 06-2374

Date: 02-22-2021

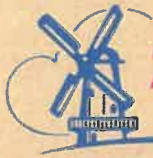
Inspection Made: Before, during, after processing (hour) Dury M.

Item #	Perfect Value/Deductions	Item #	Perfect Value/Deductions
1. SURROUNDINGS - Neat, clean, free of pooled water, odors, harborages and breeding areas; tank unloading areas properly constructed; approved pesticides used properly	2	21. PASTEURIZATION	
2. SEPARATE ROOMS - Separate rooms as required, adequate size, proper construction, no direct opening to barn or living quarters; storage tanks properly vented	3	A. Indicating and Recording Thermometers - Provided; in compliance with code requirements	4
3. FLOORS - Smooth, impervious, no pools, good repair, trapped drains	1	B. Time and Temperature Controls	
4. WALLS AND CEILINGS - Smooth washable, light-colored, good repair	1	1. Batch Pasteurizers - Proper agitation where and when required; each pasteurizer equipped with indicating, recording and airspace thermometers, bulbs correctly placed; recording thermometer reads no higher than indicating thermometer; product held in vat at correct holding time; no product added after holding begins, airspace above product 5.0°F. or higher above required pasteurization temperature during holding; inlet and outlet valves and connections in compliance with Code.	
5. DOORS, WINDOWS, VENTS, OTHER OPENINGS - Effectively protected against entry of flies and rodents; outer doors self-closing, open outward, in good repair	2	2. High-Temperature Short-Time Continuous Flow Pasteurization - Flow diversion devices comply with Code requirements; diverted flow line self-draining; stoppage precluded proper assembly and operation; product held at minimum pasteurization temperature; recorder-controller complies with Code requirements; recorder temperature no higher than indicating thermometer temperature, cut-in and cut-out temperature at or above required temperature; setting sealed, no bypass around sensor; sensor located properly; holding tube complies with design, assembly, slope and support requirements; flow promoting devices comply with Code requirement, no improper manual switches; maximum speed assures required holding time, setting sealed as required	10
6. LIGHTING - Sufficient and properly distributed	1	C. Pasteurization Adulteration Controls H.T.S.T. - Satisfactory means to prevent adulteration with added water	3
7. VENTILATION - Well ventilated to preclude condensation, filtered air with forced air systems	1	D. Pasteurization - Regenerative Heating - Pasteurized product in regenerator automatically under greater pressure than raw product in regenerator at all times; accurate pressure gages available for checking booster pumps, properly identified and installed	5
8. WATER SUPPLY - Sufficient, potable and properly operated	4	E. Pasteurization - Temperature Recording Charts - Proper charts, correctly recorded; filed	4
9. TOILET FACILITIES - Clean, well lighted, ventilated, warm water, single-service towels, no direct opening to processing rooms, self-closing door, sewage and other wastes disposed of in a sanitary manner	2	22. COOLING OF MILK AND PRODUCTS - Raw products maintained at 45°F. or less until processed; pasteurized milk and milk products, except those to be cultured, cooled immediately to 45°F. or less until delivered; approved thermometers properly located in all refrigeration rooms and storage tanks; recirculated cooling water from safe source; properly protected, complies with bacterial standards	5
10. DRESSING ROOM(S) - Clean, orderly, well ventilated	1	23. BOTTLING AND/OR PACKAGING - Performed in sanitary manner by approved mechanical equipment; fluid milk bottled in plant where pasteurized	3
11. HANDWASH FACILITIES - Clean, located as required, good repair, warm water, soap, single-service towels, improper facilities not used	2	24. CAPPING, CLOSING OR WRAPPING - Performed in sanitary manner by approved mechanical equipment; closures comply with Code	3
12. PERSONNEL-CLEANLINESS - Hands washed before performing plant functions; rewashed when contaminated; clean outer garments and hair covering worn; no use of tobacco in processing areas	1	25. VEHICLES - Properly constructed, maintained and cleaned, no contaminating substances transported; over-the-road tankers properly cleaned and tagged	3
13. MILK PRODUCT PLANT CLEANLINESS - Neat, clean, no evidence of insects or rodents; trash properly handled	2	26. COMPLIANCE WITH STANDARDS	
14. CONSTRUCTION AND REPAIR OF CONTAINERS AND EQUIPMENT - Smooth, impervious, corrosion-resistant, nontoxic, easily cleanable materials, good repair, accessible for inspection	3	All bacterial, labeling, and compositional standards complied with. (prorate debit based on degree of noncompliance)	13
15. PROTECTION FROM CONTAMINATION - Operations conducted and located so as to preclude contamination of milk products, ingredients, containers, equipment and utensils, overflow, spilled and leaked products or ingredients discarded; air and steam used to process products in compliance; approved pesticides safely used	3		
16. CLEANING OF CONTAINERS AND EQUIPMENT - Effectively cleaned, mechanical cleaning in compliance with Code requirements, records complete, two compartment wash sink provided where required	5		
17. SANITIZING OF CONTAINERS AND EQUIPMENT - Approved sanitation process applied to all product contact surfaces prior to use; efficient tests in compliance	5		
18. STORAGE OF CLEANED CONTAINERS AND EQUIPMENT - Stored to assure drainage and protected from Contamination	3		
19. STORAGE OF SINGLE-SERVICE ARTICLES - Received, stored and handled in a sanitary manner; paperboard containers and single-service plastic containers not reused except where Code permits	2		
20. SANITARY PIPING - Smooth, impervious, corrosion-resistant, nontoxic, easily cleanable materials in good repair, accessible for inspection, clean-in-place lined meet Code specifications; pasteurized products conducted in sanitary piping except as permitted by Code	3		

TOTAL POINTS POSSIBLE 100
 TOTAL DEDUCTIONS 100
 SCORE 0

Representative: [Signature]

Duplicate Copy Received Copy left w/ Hollandia



**HOLLANDIA
DAIRY** SINCE 1950

From our cows to you... **Naturally!**[™]

January 8, 2020

To our Valued Customers:

Hollandia Dairy certifies that; based on information we have from our CO-OP and private milk suppliers, all milk products produced at Hollandia Dairy, Inc. are indeed rBST Free.

Sincerely,

Norma Record

Norma Record
Quality Assurance Manager
Hollandia Dairy, Inc.

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978 | Fax (760) 744-2789



Look for the Seal
Celebrating 50th Anniversary 2010-2015

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Hollandia Dairy Quality Manual



GMP and Quality Systems Overview

Manual	SOP Number	SOP Title
HACCP		Food Safety Systems- HACCP Antibiotics Screening at Receiving Pasteurization
<hr/>		
Central Deviation File	00200	Complaint System
<hr/>		
QA Manual	00001	Quality Policy
	00010	Document Control
	00300	Management Organization Chart- Company Roles & Responsibilities
	00400	Good Manufacturing Practices
	00410	Visitor GMP's
	00500	Allergen Control Changeovers CIP, COP Batching/Scaling Hands/ Scoops/ Utensils Egg Nog Powdered Mix Bag (50 lb.) Storage
	00600	Regulatory Inspection and Compliance
	00700	Finished Product QC Monitoring Juice (Brix, Flavor, Yeast/Mold) Milk (Butterfat, Coliforms, SPC, Total Solids, Solids Non Fat, Flavor, 7 Day Keeping Quality (2 days/week)) Net Weight Program Code Checks & Seal Checks
	00800	Finished Product Quality Specifications
	00900	Label Verification Program
	01000	Rework Policy

Hollandia Dairy Quality Manual



GMP and Quality Systems Overview

QA Manual	O1100	Hold and Release Program
	O1200	Records Retention Policy
	O1300	Sample Retention Program
	O1400	Shelf Life Verification
	O1500	GMP & Quality Systems Verification Self Auditing
	O1600	Process Control/Traceability Receiving & Inbound Materials Inspection Storage Batching/Blending/Pasteurization Packaging/Labeling/Code Dating Shipping/Delivery and Expiry Date Management
	O1610	Identity Preservation- Kosher Management (White Milk Only- No Juice) Rabbi Review Pasteurization Charts Condensed Milk CIP Ingredient Declaration & Batching Supplier Identity Preservation OU
	O1700	Maintenance
	O1900	Customer Complaint Program
	O2000	Recall Program
	O2100	Mock Recalls
	O2200	Production
	O2300	Downtime Tracking
	O2400	Shipping, Warehousing, and Receiving Bulk Receiving Controls Bulk Storage Controls
	O2410	Cold Chain Management
	O2500	Grounds, Building, and Facilities
	O2600	Water Quality Verification Program

Hollandia Dairy Quality Manual



GMP and Quality Systems Overview

Laboratory Manual

O2700 Calibration

O2800 QC Roles & Responsibilities
Quality Control Training

Good Laboratory Practices (GLP's)
Daily Checklist
Start-Up Activities
Process Controls
Data/Results Management
Sanitation
Media/Supplies Preparation
Controls & Documentation Review
dH2O Reagents

Training

O2900

Training
GMP (A)
HACCP/ Food Safety (A)
HACCP Team Meeting/Reassessment (A)
Sanitation (A)
Food Defense (A)
New Employee Orientation

Hollandia Dairy Quality Manual

GMP and Quality Systems Overview



Vendor Management

- O3100 Vendor Qualification
 - Letters of Guarantee
 - Specifications
 - Approved Vendor List
 - Vendor Co-Op Third Party Test Requirements
 - Butterfat
 - Total Solids
 - Solids Non Fat
 - Co-Packer Requirements for Buttermilk and Sour Cream
 - COA
 - Letters of Guarantee
 - Specifications
 - Coliforms, Butterfat
 - Antibiotics, SPC, Coliforms, LPC
- O3200 Packaging Material Selection Program
- O3300 Receiving and Inbound Material Inspection Program
 - Antibiotics (Beta Lactam) Screening (Accept/Reject)
- O3400 Vendor Monitoring & Verification
 - SPC, coliforms, LPC Testing on Raw Materials for Vendor Verification
- O3500 Product Traceability, Batch Control, and Code Dating.
- O3600 Interim Tag System

Hollandia Dairy Quality Manual

GMP and Quality Systems Overview



SSOP	03700	Sanitation SSOP Shepard Brothers Manual CIP, COP Manual Cleaning Cleaning Utensil Color Coding Master Cleaning Schedule Daily Sanitation Inspection Chemical Control Suitability, Storage and Exposure (MSDS)
	03710	Operational Sanitation Practices
	03800	Equipment Sanitation Monitoring Program ATP for Food Contact Surfaces SPC and Coliform Verification
	03900	Environment Sanitation Verification Program

Pest Control	04100	Pest Control Program
Food Defense	05100	Food Defense Operational Risk Assessment
Manufacturing Procedures		Manufacturing Instructions



June 10, 2021

To: Hollandia Customers

Re: Disaster Plan

Dear Valued Customer,

Thank you for requesting information regarding Hollandia Dairy's emergency preparedness program. Should a disaster occur, Hollandia Dairy would foremost rely on local authorities for the supply of utilities to the facility. Fluid milk processing requires electricity and water, both supplied by the local authority.

Hollandia Dairy maintains standby refrigerator and freezer trucks as well as stainless steel water tankers that will be made available in the event of an emergency. While many of these units rely on electricity for a certain charging period, they can also run for several hours whether parked or in motion. The short-term disaster plan would be to utilize these mobile units for the storage and transport of products to customers.

In over 60 years of business, Hollandia Dairy's top priority has always been our customers. Careful contingency planning ensures that we can meet those needs. In any disaster variables will exist. What those variables are will determine the most prudent steps to take to ensure continuity of service to our customers. This goal continues to be the priority of our operation and is the key to our ongoing success.

As such please see the attached SQF (Safe Quality Foods) Plan which addresses the following in detail:

- Product Recall Program
- Disaster Contingency Plan
- Food Security and Safety Program
- HACCP Program

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978
Fax (760) 744-2789



HOLLANDIA**DAIRY**.COM



January 8, 2021

Food Safety Programs – General Statement

This is to confirm that Hollandia Dairy Inc. has in place systems and programs that ensure the quality and safety of the products manufactured and packaged in their facilities. These programs include but are not limited to:


- Food Safety Plan/Food Safety Modernization Act Regulatory Requirements (reference: 21 CFR 117)
- Hazard Analysis of Critical Control Points (reference: 21 CFR 120 HACCP Systems)
- Good Manufacturing Practices (reference GMP 21 CFR 110 and 21 CFR 117)
- Good Laboratory Practices (reference: GLP 21 CFR 58)
- Crises Management (reference: 21 CFR 7, 21 CFR 117)
- GM technology is not used
- No intentional adding of chemicals. For more information, go to www.P65Warnings.ca.gov/food.
- Food Defense
 - a Food Defense plan that includes but not limited to Management, Physical Security, Employee Security, Computer Systems, Raw Materials and Packaging, Operations, and Packaged Products.
 - b Hollandia Dairy Inc. is compliant with Food Safety Modernization Act of 2011 requirement to renew with the FDA all registered Facilities that manufacture, process, pack or hold food for consumption in the United States on a biennial basis.
- Quality Assurance Program (includes quality systems, testing procedures, policies, and programs)

Steven Burgueño
SQF Practitioner & Quality

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978 | Fax (760) 744-2789



HOLLANDIADAIRY.COM

	HACCP PLAN	Issue Date 05/04/2021	Page 1 of 1
	Code FO-99-99-2.4.3.1	Supersedes Date 09/17/2018	Version No. 3

HACCP PLAN

FOOD PRODUCT: Fluid Milk and 100% Juice from Concentrate

COMPANY: Hollandia Dairy Inc.

MANUFACTURING LOCATION: 622 E. Mission Road San Marcos CA. 92069

PERSONS RESPONSIBLE FOR HACCP: Steven Burgueno
QA Manager/SQFP/PCQI

Oscar Camacho
SQF Consultant

PRINCIPAL CONTACT: Name: Steven Burgueno
Phone: 760 744-3222 ext.135
e-mail: Steven_Burgueno@Hollandiadairy.com

HACCP REASSESSMENT

The HACCP plan is updated at least annually or when changes to the process or equipment occur.

All records will be maintained and accessible within 48 hours. Records will be stored for a period not less than 2 years.



March 5, 2018

BUY AMERICAN ACT STATEMENT – NON DOMESTIC JUICE

Hollandia Dairy states that all fluid milk, orange juice and grape juice manufactured by Hollandia Dairy in San Marcos, CA are compliant with the Buy American Provision and the American Recovery and Reinvestment Act.

Federal regulations require that all food products purchased for the Child Nutrition Program be of domestic origin when available and practical. Exceptions to this provision exist when a product is not produced or manufactured in the U.S. in sufficient or reasonable available quantities or competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

The Apple and Appleberry juice that Hollandia Dairy manufactures does not meet the domestic standard minimum of 51% or more domestic agricultural components. We believe sourcing this juice domestically is not practicable in sufficient or reasonable quantities. Juice that is available is significantly higher cost than the non-domestic juice.

If you should need further information or assistance, please contact customer service or your sales representative.

Sincerely,

Rick Struble
General Sales Manager

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978
Fax (760) 744-2789



HOLLANDIADAIRY.COM



January 8, 2020

BUY AMERICAN ACT STATEMENT

Hollandia Dairy states that all fluid milk and juice manufactured by Hollandia Dairy in San Marcos, CA are compliant with the Buy American Provision and the American Recovery and Reinvestment Act.

Federal regulations require that all food products purchased for the Child Nutrition Program be of domestic origin when available and practical. Exceptions to this provision exist when a product is not produced or manufactured in the U.S., insufficient and reasonable available quantities or competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

Hollandia Dairy places the highest standards to ensure compliance with the Buy American Provision and the American Recovery and Reinvestment Act.

If you should need further information or assistance, please contact customer service or your sales representative.

Sincerely,

Rick Struble
General Sales Manager

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978 | Fax (760) 744-2789



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RECALL PROCEDURES

APPLICABLE DEPARTMENT and/or PERSONNEL

As is necessary with any committee, one individual must be the primary coordinator of activities. In our product recall system the individual will be referred to as the Recall Coordinator whose primary function will be to direct all recalls and associated activities. He and/or She will have full authority to convene a meeting of the Recall Planning Staff and any other company personnel whenever the need arises, regardless of company programs that may be underway. Any and all activities related to a product recall must be channeled through the Recall Coordinator.

OBJECTIVES OF HOLLANDIA DAIRY RECALL PROGRAM

1. To protect customers
2. To assess the severity of a problem
3. To locate the product in its entirety
4. To remove the product in an expedient manner
5. To provide accurate information on all aspects of the recall
6. To dispose of the product in a responsible manner
7. To assess the cost of the recall

PERSONNEL TO SERVE ON THE RECALL PLANNING STAFF, BY FUNCTION AND AREA

Chief Executive Officer	Patrick Schallberger	(661) 900-3815
Plant Manager	Alan Nichols	(760) 497-5833
Quality Assurance Manager and Recall Coordinator	Steven Burgueno	(760) 891-9558
Sales Manager	Rick Struble	(760) 497-3477
Distribution Manager	Alfred Goodlow	(760) 497-9298
Alternate Recall Coordinator	Norma Record	(760) 497-5736
Customer Service and Special Acct, Manager	Kathy Santos	(760)497-3511

RECALL PLANNING STAFF

An effective recall requires coordinated participation from all departments. By the use of a Recall Planning Staff composed of members from each discipline, it will be possible to assemble, assimilate and make critical evaluations from the data contributed by each department.

Affected department's duties are:

CEO

- Chairs the Plant Recall Team
- Monitors all recall actions
- Coordinates recall operations
- Handles media releases
- Ensures that all plant administrative priorities favor the recall to give it the emphasis that is appropriate.

Plant Manager

- Gathers information about raw materials used and to involve suppliers (*if necessary*) and check for deficiencies
- Notifies Quality Assurance Manager and Distribution upon learning of a product problem
- Assists Quality Assurance in assessing the cause and severity of the problem
- Assists Distribution on discontinuing the production of and/or secure current production inventories remaining on the premises
- Coordinates "Hold" policy for product on premises

Quality Assurance Manager

- Acts as Recall Coordinator.
- Determines the need for convening the Recall Team.
- Assists the Recall Team in determining the classification of the recall (Class I, Class II, etc.).
- Maintains an updated list of vendor contact names, phone numbers, etc. who could be involved in a recall.
- Outlines specific details of the problem with as much factual and current information available to prepare appropriate communication to the organization.
- Follows through on the physical and chemical analysis of the effected product as necessary.
- Works on the final disposition of the product with the Plant Manager.
- Coordinates the pertinent details to allow for determining the origin and/or cause of the problem.
- Supervises product disposal.

Sales Manager

- Notifies Recall Team of any potential problem. Gathers all details of the problem such as product involved, sizes, codes, actual or potential delivery locations, etc.
- Assists the QA Manager in drafting a written communication detailing the facts concerning the problem.
- Notifies any plant warehouse distribution centers involved and informs them to place the product on hold. Upon consultation with the Recall Team, informs customers of the recall or withdrawal in a timely manner. Keeps a detailed log of who was notified, and when and how the communication took place. Submits log to QA Manager
- Follows up with the customer to insure full compliance with the recall or withdrawal and subsequent replacements/credits.
- Coordinates with Distribution all product pick-ups and assists Plant Manager's team in the subsequent disposition of the product.

Distribution

- Notifies the Recall Coordinator and QC Manager of any potential product problems which could lead to a recall
- Coordinates actions with the Sales Manager so all accounts are covered and, where needed, corrected
- Keeps a detailed log of the inventory reconciliation and wholesalers reimbursements
- Makes sure that the product distributed can be accounted for by codes and identification numbers
- Coordinates restocking of the product

Accounting/Controller

- Sets up account codes necessary for proper record keeping
- Assists in reconciliation's of inventory and product recovery
- Supplies accurate recovery totals to the QA Manager
- Assesses the total financial impact of the recall/recovery

Alternate Recall Coordinator

- Assists the Recall Coordinator with all the fact gatherings and documentations to speed up the process.
- In absence of Recall Coordinator, will fulfill job description.

Recall Classifications and Definitions

The classifications are based on the FDA Enforcement Policy section 7.3.

Recall Definition Voluntary removal from the market of product due to contamination, adulteration, misbranding in violation of the law.

Recalls fall into one of the several classifications that describe extent of product safety threat or labeling misbranding. A system of classifying the severity of a situation should be established. The purpose of classification is to determine what level of recall and the speed with which the product must be recalled.

How a recall is conducted is, in parts determined by the level, As an example, should the incident justifying a recall be detected very early within the production and associated warehouse facility, a simple stock recovery may suffice. When a recall becomes necessary and the suspect product is beyond manufacturer's direct control, the recovery of the product can become complicated.

Recall Classifications

A. Class 1- A situation in which there is a reasonable probability that the use of or exposure to a product in violation will cause serious, adverse health consequences, or death.

B. Class II- A situation in which the use of, or exposure to a product in violation may cause temporary or medically reversible adverse consequences, but where the probability of serious, adverse consequences is remote.

C. Class III- A situation in which the use of, or exposure to a product in violation is not likely to cause adverse health consequences.

Market Withdrawal

This refers to a firm's removal of products from further sale or use, or correction of a market product that is not in violation of any law and/or the FDA would not initiate level action. It is not considered to be a recall.

The operational sequence for customer initiated product recovery will be:

1. The individual processing the complaint and/or rejection must record all pertinent data on a product complaint report.
2. Shipping and Receiving will arrange to have the reject product returned.
3. QA and production will review the records for possible defects and conduct appropriate analysis.

4. The QA Manager and Production Manager will determine what status is merited.
5. QA will contact vendors and/or suppliers of problems after an in-house evaluation is conducted on defective purchased products meriting a market withdrawal.

Stock Recoveries - This refers to product removed or corrected whose affected code date has never left the firm's direct control.

Recall Examples of Urgencies

<u>Class</u>	<u>Situation</u>	<u>Examples</u>	<u>Effectiveness</u>
I	Emergency (<i>Life Threatening</i>)	Botulism, Chemical Poisoning	100% ASAP - within hours or days
II	Priority (<i>Possibly life threatening</i>)	Pathogen Present (<i>Ex. Salmonella</i>)	100% ASAP - within hours or days
III	Routine (<i>Remote or no chance of being threatening</i>)	Economically or adulterated or misbranded	100% ASAP- within hours or days
Market Withdrawal	Quality Failure- no safety or regulatory suspect product	Possibly inferior product threatening company integrity	98-100% ASAP or HOLD until pickup decision is made
Stock Recovery	Any of the above, but no stock release	Any of the above detected and acted on before loss of direct control.	100% as per above

Recall Procedures

A. Information and Fact Gathering

Upon the initial notice of a potential recall, the team will convene under the direction of the coordinator. Before a recall is justified, the problem must be sufficiently documented and sufficient proof presented to justify that the product from **Hollandia Dairy, San Marcos** is, in fact, the default product or if the default product is from another manufacturing facility. For each recall instituted, certain information must be recorded and maintained for permanent records:

1. Source of complaint, i.e. regulatory agency, consumer, lab results, etc.
2. Type of problem (*reason for and depth of recall*)
3. Class of recall
4. Recall number and date initiated
5. Product name
6. Lot or code number(s) affected
7. Plant code
8. Total amount manufactured and/or affected
9. Total amount in **Hollandia Dairy** possession
 - Product in possession is to be put "on hold." **Not To Be Shipped**

10. Geographic area of distribution
11. Customer order number(s)
12. Shipping date(s)
13. Name and identification number of carrier
14. Amount distributed and recovered
15. Effectiveness check level
16. Date recall is completed

Note: Or any other information that will assist the recall committee.

In order to determine these facts, some type of record system must be in existence to ensure that:

- a. The system of coding and packing will identify the plant, producing date, shift and, in some cases, the line and batch. The code must be legible to all persons. A check on the system must be conducted periodically to assure that the current codes are being used.
- b. Production records are maintained and tied into the code on the certain product. It must be easily retrievable to find out how much of a product was produced and under each code classification.
- c. A system of recording where each code was shipped must be established. The code and quantity of each item shipped to each customer should be recorded so that it is readily accessible. It must be possible to know exactly where product with the effected code is in a matter of hours. This system should be in effect at both the manufacturing and warehouse facilities.
- d. A system for maintaining accurate records of production conditions and raw material lots where any of these conditions may be considered vital. Areas where either ingredients or processing procedures might be the cause for a recall or product should be strictly controlled and necessary information recorded for easy access.
- e. Have on hand at all times, suitable stationary to conduct the recall such as **"HOLD"** or **"Customer Return"** tags. The amount of product that can affordably be recalled should be balanced against the level of control set. The fewer products **Hollandia Dairy** is willing to recall, the tighter the control must be. If **Hollandia Dairy** were to have no records or controls, the government agencies would probably require a total recall of a larger quantity than would normally be required; including product that is safe for sale.

B. Internal Notification and Departmental Actions

The Plant Manager is responsible for formally notifying plant employees by means of Memo or Letter. It should describe the current status of the problem and steps taken to correct or isolate it at the customer level. Information to complete the letter will be supplied by the Recall Team members.

a. Warehousing and Distribution

The first step should immediately halt shipment from the warehouse, so that further shipments of suspect product can not take place until the situation is under control. The warehouse personnel should be able to provide the information regarding quantities and codes of the product on hand and already shipped. Distribution should be able to locate the product in transit and contact route carriers of appropriate actions.

b. Sales

The Sales Manager is responsible for notifying and assigning sales for customer contact. A customer list should be immediately updated for accuracy so that all accounts can be notified. Customers should be contacted in order of highest to lowest sales volume in the affected areas. Sales Manager should issue a memo or letter and circulate it to member sales and other departments so as to enlist their help in notifying customers and picking up product.

c. Production

Production should work with warehousing to halt shipment and to isolate defective product. Once notified, production personnel should work with quality control to find the cause and, if possible, to correct the situation. Plans should also be made to eliminate the cause of the problem so that future recalls may be avoided. If necessary, the decision to stop production should be made in order to limit the problem at its source.

C. Public Notification

The Sales Manager is responsible for setting up a system for public notification of customers. The general text of the releases will be reviewed with the plant and clearly provide information necessary to reassure the public and to assist in locating the product. Someone locally should be responsible for checking the actual news release after they are printed. **There will be no communications with any media, either in written or oral form, without the prior knowledge and consent of the CEO.** All media requests must be referred to the CEO. In the instance of a Class I or a FDA instituted recall, the CEO (in conjunction with legal council) will make appropriate notification based on all information collected by the Recall Team.

D. Physical Return of Product

a. Product Return

A pre-arranged system should be devised to handle returned product to the collective points. Warehouse and sales notification letters should include the planned disposition of the product. The return of the product should be a reversal of the normal distribution system. A Product Return Form should be filled out to show the quantities and codes of the product returned.

b. Restocking

This should be handled through normal channels. The Manufacturing documents should immediately reflect changes made to eliminate further problems.

c. Accounting

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

d. Record Keeping

The QA Manager will be responsible for keeping all records from the start to the point when the recall is determined complete. These records will include all actions taken, when the action took place, or any other pertinent information concerning the facts of the recall. Departmental records will be maintained and updated for review.

Mock Recall

The QA Manager is responsible for initiating a mock recall at least once annually to evaluate the effectiveness of the recall program. This is particularly important where there have been changes in personnel and their responsibilities. A mock recall is an internal simulation of the steps that employees would take in the event of an actual recall. Any simulation or mock recall should be conducted only with the full knowledge of the Recall Coordinator and Plant Manager with full assurance that control of the exercise is maintained.



March 1,2020

To: Hollandia Customers

Re: Emergency Preparedness

Dear Valued Customer,

Thank you for requesting information regarding Hollandia Dairy's emergency preparedness program. In the event of a disaster, an emergency delivery plan will be executed to be sure that you will receive priority service to your facility on a 24-hour basis, seven days a week.

Hollandia Dairy maintains standby refrigerator and freezer trucks as well as stainless steel water tankers that will be made available in the event of an emergency.

For this service please call any of the following people:

- | | |
|---|--------------|
| 1. Alfred Goodlow, Distribution Manager | 760-497-9298 |
| 2. Kathy Santos, Account Manager | 760-497-3511 |
| 3. Rick Struble, General Sales Manager | 760-497-3477 |

Sincerely,
Kathy Santos

Hollandia Dairy

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978
Fax (760) 744-2789



HOLLANDIADAIRY.COM



PROUD FARM™ GUARANTEE (Product & Ingredient Value Statement)

Dear Valued Customer:

All fluid milk comprising each shipment made by Hollandia Dairy, San Marcos, CA, hereafter, is guaranteed, as of the date of such shipment to be "California Only" milk and to meet all requirements and provisions of the United States Food and Drug Administration. All ingredients used are approved for food use under the regulations of the Food, Drug, and Cosmetic Act (21CFR). The products are prepared in accordance with Good Manufacturing Practices under strict sanitary conditions and in compliance with the Grade A Pasteurized Milk Ordinance.

GLUTEN FREE

Products supplied are produced from inherently gluten-free raw, processed agricultural ingredients in a dedicated facility, where Gluten containing ingredients are not stored or processed.

NON-GMO

All milk is NON-GMO. These products are not considered genetically modified or are not derived from a genetically modified organism. In addition, we certify that any (if applicable) processing aids used during the production process, are derived from NON-GMO sources.

NOTE: Some products produced by Hollandia Dairy may contain feed and/or sweeteners that contain GMO ingredients. Products include (Ice Cream Mix and Flavored Milks).

NO ARTIFICIAL GROWTH HORMONES – rBST Free

Hollandia Dairy certifies that; based on information we have from our CO-OP and private milk suppliers, all milk products produced at Hollandia Dairy, Inc. are indeed rBST Free.

CERTIFIED HUMANE® – Raised and Handled

Hollandia Dairy meets the Humane Farm Animal Care Program standards, which include nutritious diet without antibiotics, or hormones, animals raised with shelter, resting areas, sufficient space and the ability to engage in natural behaviors.

Sincerely,

Steven Burqueño

Steven Burqueño
SQF Practitioner & Quality
Hollandia Dairy, Inc.

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978 | Fax (760) 744-2789



Look for the Seal
California Milk Advisory Board

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PRODUCT, HAZARD AND SUPPLY CHAIN GUARANTEE (*Statement*)

Dear Valued Customer:

Hollandia Dairy actively monitors serious public health concerns and is equipped to handle any immediate risks that would cause interruptions in availability, delays in delivery, and/or any other immediate impact we can foresee, as it relates to our products and/or services that we provide. Hollandia Dairy has Food Safety Management Systems in place to prevent food and health hazards, as well as, a product and supply chain guarantee outlined below.

Product and Supply Chain Guarantee (SQF Certification)

Hollandia Dairy is a GFSI Certified supplier and being vertically integrated helps us control our milk supply from start to finish (farm to customer). We are prepared for immediate risks and manage a complete inventory for our supply chain including but not limited to, raw ingredients, packaging, fleet equipment and materials. In an effort for additional redundancy we have established backup systems with our outside suppliers for support and uninterrupted service.

Hazard Analysis and Critical Control Point (HACCP)

HACCP is an internationally recognized system for reducing the risk of safety hazards in food. A HACCP System requires that potential hazards are identified and controlled at specific points in the process (*Biological, Chemical and Physical*). Hollandia Dairy consults current HACCP information to minimize or eliminate food safety hazards in our products.

We put HACCP Prerequisite programs in place at our facility to control hazards in the environment and to prevent contamination of our products. Prerequisite programs ensure a hygienic environment and good manufacturing processes for personnel that reduce the risk of contamination of our products. These are seven areas we concentrate on:

- Safety of Water, Steam, and Ice
- Condition and Cleanliness of Food-Contact Surfaces
- Prevention of Cross Contamination
- Maintenance of Hand-Washing, Hand-Sanitizing, and Toilet Facilities

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- Proper Labeling and Storage in compliance with the Federal Food, Drug and Cosmetic Act (FDCA) and with certain foods subject to labeling under three statutes administered by USDA's Food Safety Inspection Services, which will be effective 1/1/2022.
- Exclusion of Pests
- Control of Employee Health Conditions
 - *Policies:* Policies are in place that exclude or restrict employees who show or who are diagnosed with symptoms of an illness or wounds that could be a source of microbial contamination.
 - *Daily Monitoring:*
 - All employees adhere to the Illness and Injury Notification Policy
 - Supervisors observe employees for signs of illness and/or exposed wounds.

HACCP Plans are prepared for each product and process, that identify the greatest possible hazards and controls in place to make sure the hazards are eliminated or controlled.

A Safe and Healthy Environment for our Associates

As it has always been, the safety and security of our clients and team members remains our highest priority. We take great pride in maintaining the highest standards of cleanliness and hygiene according to all current Food Safety Regulations (GMP, FSMA, GFSI, et al). In response to COVID-19 and other Coronaviruses, we have taken additional measures according to global and local public health authorities (including the WHO and CDC) to make our company wide cleaning and hygiene protocols even more rigorous, and minimize the potential impact by planning, preparing and collaborating to prevent the spread of illness. Meanwhile, our deployment teams and employees follow CDC guidelines to mitigate the spread of COVID-19, and are receiving ongoing briefings and enhanced operating protocols.

Should we learn of a COVID-19 positive exposure onsite where our records indicate one of our team member(s) had prolonged direct exposure with one of our customers, based on [CDC guidance](#), our Human Resources team will contact your company immediately.

Bioterrorism and Defense

The prevention, detection, immediate containment, and eradication of biological agents are high priorities on our dairy farms and milk processing plant. Some viruses, bacteria, animal diseases and other germs have human health implications, and all affect production and marketability. The goal of our biodefense is to minimize the risk that foreign agents will enter the production process, and if they do, to quickly recognize the threat and effectively manage it. Activities to achieve these goals include outreach and educational services, performing routine disease surveillance, and disease investigations to detect the introduction and spread of injurious agents, pests and diseases, and, when necessary, the implementation of herd quarantine to control the spread of disease.

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Hollandia Dairy strictly complies with the (CDFA) California Department of Food and Agriculture and (CDFA's) Milk and Dairy Food Safety Branch (MDFS). (MDFS) protects California's consumers by ensuring that milk and milk products are safe, wholesome, meet all state and federal bacterial and compositional standards, and are properly labeled. That means inspections of our dairy farms, bulk milk tanker trucks, milk processing plant and milk-testing laboratory. Our dairy farms and milk plant are inspected and officially scored for compliance with food safety standards four times per year, with the inspections covering many facets, from analyzing raw ingredients and water supplies to pasteurization equipment, container manufacturing, etc.

In addition, sanitation ratings by (MDFS) personnel certify our milk supplies and milk plant for federal approval to ship Grade-A dairy products in interstate commerce. Each milk tanker truck transporting milk from our dairy farms to our milk processing plant is inspected for proper maintenance, cleanliness, and sanitary design. Drivers are tested and licensed as well.

As your home town dairy, we here at Hollandia Dairy will always strive to be the best in quality and service and we will continue to improve on our systems that keep our customers safely supplied daily. Please contact me if you have any questions or concerns regarding this correspondence.

Sincerely and respectfully,

Steven Burqueño

Steven Burqueño

SQF Practitioner & Quality

622 E. Mission Road | San Marcos, California 92069 | (760) 744-3222 | (800) 794-0978 | Fax (760) 744-2789



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Dairy & Milk Advisory Board

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LOW FAT MILK

SPECIFICATIONS:

Butterfat: 0.90 % - 1.10 % Chemical S.N.F.: ≥11 %
Microbiological
Coliform: <10 cfu/mL S.P.C.: <15,000 cfu/mL

INGREDIENTS:

Milk, Skim milk, Nonfat milk solids, Vitamin A Palmitate & Vitamin D₃

ALLERGEN INFORMATION:

Contains Milk

CODE DATE:

19 days from date of production.

SHELF LIFE:

19 days minimum dependent on temp of ≤40°F

CONTAINER SIZE:

1 Gallon, ½ Gallon, Quart, 12 oz HDPE bottles with a polypropylene snap-on screw-off tamper evident cap, 8 oz gable top cartons, 8 oz plastic bags and 6 Gallon bags.

STORAGE: 33° F - 40° F

SHIPPING: Product to be shipped below 45° F.

INTENDED CONSUMERS:

Consumers of all ages consume this product.

INTENDED USE:

Direct consumption after purchase as ready-to-eat beverage. May also be used as an ingredient in preparing meals.

PRODUCT GUARANTEE:

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

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622 E. Mission Road
San Marcos, California 92069
(800) 794-0978 | (888) 883-2479

Plant# 06-2374

Nutrition Facts

Serving Size: **8 fl oz (236mL)**

Amount Per Serving

Calories 120

Fat Cal. 20

% Daily Value*

Total Fat 2.5g **4%**

Saturated Fat **1.5g** **8%**

Trans Fat **0g** **0%**

Cholesterol 15mg **5%**

Sodium 150mg **6%**

Total Carbohydrate 16g **5%**

Dietary Fiber **0g** **0%**

Sugars **14g** Added Sugars **0g** **0%**

Protein 11g

Vitamin A **10%**

Vitamin C **4%**

Vitamin D **25%**

Calcium **35%**

Iron **0%**

Potassium **12%**

*Percent Daily Values are based on 2,000 calorie diet. Your daily values may be higher or lower, depending on your calorie needs.

DOCUMENT# FO-04-11001-01

Quality Control Manager / QC Date:

Norma Record **7/30/2020**

PRODUCT CODE:

1311, 1312, 1314, 1316, 1318, 1321, 1322, 1323



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FAT FREE CHOCOLATE MILK

SPECIFICATIONS:

Butterfat: ≤ .20% *Chemical* **Total Solids:** ≥ 9.0%
Coliform: <10 cfu/mL *Microbiological* **S.P.C.:** <15,000 cfu/mL

CODE DATE:

19 days from date of production.

SHELF LIFE:

19 days minimum dependant on temp of ≤40°F

STORAGE: 33° F - 40° F

SHIPPING: Product to be shipped below 45° F.

INGREDIENTS: Nonfat Milk, Sugars, Cocoa (Processed with Alkali), Corn Starch, Carrageenan, Salt, Artificial Flavor, Vitamin A Palmitate and Vitamin D₃

CONTAINER SIZE:

8 oz. gable top cartons and 8 oz. plastic bags.

INTENDED CONSUMERS:

Consumers of all ages consume this product.

INTENDED USE:

Direct consumption after purchase as ready-to-eat beverage. May also be used as an ingredient in preparing meals.

ALLERGEN INFORMATION: Contains Milk

PRODUCT GUARANTEE:

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

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622 E. Mission Road
 San Marcos, California 92069
 (800) 794-0978 | (888) 883-2479

Plant# 06-2374

Nutrition Facts

Serving Size: **8 fl oz (236mL)**

Amount Per Serving		Fat Cal.	
Calories	110	0	
		% Daily Value*	
Total Fat	0g		0%
Saturated Fat	0g		0%
Trans Fat	0g		0%
Cholesterol	<5mg		1%
Sodium	135mg		6%
Total Carbohydrate	20g		7%
Dietary Fiber	0g		0%
Sugars	18g	Added Sugars	7g 14%
Protein	8g		
Vitamin A			10%
Vitamin C			0%
Vitamin D			25%
Calcium			25%
Iron			2%
Potassium			12%

*Percent Daily Values are based on 2,000 calorie diet. Your daily values may be higher or lower, depending on your calorie needs.

DOCUMENT# FO-04-1400 FFCH-01

Quality Control Manager / QC Date:

Norma Record 7/31/2020

PRODUCT CODE:

1400, 1401, 1403



Look for the Seal





100% APPLE BERRY JUICE

FROM CONCENTRATE

CHEMICAL:

Brix level is 11.6°

BACTERIOLOGICAL:

≤ 10 cfu/mL for Yeast & Molds
≤ 100 cfu/mL for Total Plate Count

INGREDIENTS:

Water, Apple Juice Concentrate from Argentina, China, and/or USA, Natural Color, Natural Flavor.

CODE DATE:

30 days from date of production.

SHELF LIFE:

30 days depending on temp of ≤40°F.

STORAGE: 33° F - 40° F

SHIPPING: Product to be shipped below 45° F.

INTENDED CONSUMERS:

Retail sale consumers. General population.

INTENDED USE:

Direct consumption after purchase as ready-to-eat beverage.

CONTAINER SIZE:

Gable top cartons: 4 oz.

LABELING REQUIREMENTS:

Perishable, Keep refrigerated, Best by Date.

ALLERGEN:

None

PRODUCT GUARANTEE:

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

HOLLANDIA DAIRY INC.

622 E. Mission Road
San Marcos, California 92069
(800) 794-0978 | (888) 883-2479

Plant# 06-2374

Nutrition Facts

Serving Size: **4 oz. (118 mL)**

Amount Per Serving

Calories 55

Fat Cal. **0**

% Daily Value*

Total Fat 0g **0%**

Saturated Fat **0g** **0%**

Trans Fat **0g** **0%**

Cholesterol 0mg **0%**

Sodium 15mg **1%**

Total Carbohydrate 14g **5%**

Dietary Fiber **0g** **0%**

Sugars **13g** Added Sugars **0g** **0%**

Protein 0g

Vitamin A **0%**

Vitamin C **0%**

Vitamin D **0%**

Calcium **0%**

Iron **0%**

Potassium **141 mg** **3%**

*Percent Daily Values are based on 2,000 calorie diet. Your daily values may be higher or lower, depending on your calorie needs.

DOCUMENT# FO-04-3700AB-01

Quality Control Manager / QC Date:

Norma Record 7/29/2020

PRODUCT CODE:

3772, 3782

visit us online: HOLLANDIADAIRY.COM



100% APPLE JUICE

FROM CONCENTRATE

CHEMICAL:

Brix level is 11.5°

BACTERIOLOGICAL:

≤ 10 cfu/mL for Yeast & Molds
≤ 100 cfu/mL for Total Plate Count

INGREDIENTS:

Water, Apple Juice Concentrate from Argentina, China and/or USA,

CODE DATE:

30 days from date of production.

SHELF LIFE:

30 days depending on temp of ≤40°F.

STORAGE:

33° F - 40° F

SHIPPING:

Product to be shipped below 45° F.

INTENDED CONSUMERS:

Retail sale consumers. General population.

INTENDED USE:

Direct consumption after purchase as ready-to-eat beverage.

CONTAINER SIZE:

Gable top cartons: 4 oz.

LABELING REQUIREMENTS:

Perishable, Keep refrigerated, Best by Date.

ALLERGEN:

None

PRODUCT GUARANTEE:

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

HOLLANDIA DAIRY INC.

622 E. Mission Road
San Marcos, California 92069
(800) 794-0978 | (888) 883-2479

Plant# 06-2374

Nutrition Facts

Serving Size: **4 oz. (118 mL)**

Amount Per Serving

Calories 55

Fat Cal. **0**

% Daily Value*

Total Fat 0g **0%**

Saturated Fat **0g** **0%**

Trans Fat **0g** **0%**

Cholesterol 0mg **0%**

Sodium 13 mg **1%**

Total Carbohydrate 14g **5%**

Dietary Fiber **0g** **0%**

Sugars **13g** Added Sugars **0g** **0%**

Protein 0g

Vitamin A **0%**

Vitamin C **0%**

Vitamin D **0%**

Calcium **0%**

Iron **2%**

Potassium **141 mg** **3%**

*Percent Daily Values are based on 2,000 calorie diet. Your daily values may be higher or lower, depending on your calorie needs.

DOCUMENT# **FO-04-3700AJ-01**

Quality Control Manager / QC Date:

Norma Record 7/29/2020

PRODUCT CODE:

3771, 3778

visit us online: HOLLANDIADAIRY.COM



100% ORANGE JUICE

FROM CONCENTRATE

CHEMICAL:

Brix level is 11.8°

BACTERIOLOGICAL:

≤ 10 cfu/mL for Yeast & Molds

INGREDIENTS:

Water, Orange juice concentrate from U.S.A., Brazil, Honduras or Mexico, Calcium, Vitamin A Palmitate, Vitamin D₃

CODE DATE:

30 days from date of production.

SHELF LIFE:

30 days depending on temp of ≤40°F.

STORAGE: 33° F - 40° F

SHIPPING: Product to be shipped below 45° F.

INTENDED CONSUMERS:

Retail sale consumers. General population.

INTENDED USE:

Direct consumption after purchase as ready-to-eat beverage.

CONTAINER SIZE:

Gable top cartons: 4 oz.

LABELING REQUIREMENTS:

Perishable, Keep refrigerated, Best by Date.

ALLERGEN:

None

PRODUCT GUARANTEE:

A Continuing Letter of Guarantee is on file stating that this product meets the standards for human consumption and conforms to the provisions of the Federal Food, Drug and Cosmetic Act (21 CFR).

I certify that the nutritional information contained on this page is true and correct.

HOLLANDIA DAIRY INC.

622 E. Mission Road
San Marcos, California 92069
(800) 794-0978 | (888) 883-2479

Plant# 06-2374

Nutrition Facts

Serving Size: **4 oz. (118 mL)**

Amount Per Serving

Calories 55

Fat Cal. **0**

% Daily Value*

Total Fat 0g **0%**

Saturated Fat **0g** **0%**

Trans Fat **0g** **0%**

Cholesterol 0 mg **0%**

Sodium 15 mg **1%**

Total Carbohydrate 14g **5%**

Dietary Fiber **0g** **0%**

Sugars **13g** Added Sugars **0g** **0%**

Protein 1g

Vitamin A **0%**

Vitamin C **50%**

Vitamin D **0%**

Calcium **0%**

Iron **0%**

Potassium **213 mg** **5%**

*Percent Daily Values are based on 2,000 calorie diet. Your daily values may be higher or lower, depending on your calorie needs.

DOCUMENT# FO-04-3700J-01

Quality Control Manager / QC Date:

Norma Record 7/29/2020

PRODUCT CODE:

3770

visit us online: HOLLANDIADAIRY.COM

#5892



400 South Custer Avenue
New Holland, PA 17557
(717) 355-8500

Smithfield Cream Cheese Spread

Nutrition Facts	
Serving Size 2 Tbsp. (30g)	
Servings Per Container About 1	
Amount Per Serving	
Calories 70	Calories from Fat 50
% Daily Value*	
Total Fat 6g	9%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 115mg	5%
Total Carbohydrate 1g	0%
Dietary Fiber 0g	0%
Sugars 1g	
Protein 2g	
Vitamin A 4%	• Vitamin C 0%
Calcium 2%	• Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:	
	Calories: 2,000 2,500
Total Fat	Less than 65g 80g
Saturated Fat	Less than 20g 25g
Cholesterol	Less than 300mg 300 mg
Sodium	Less than 2,400mg 2,400mg
Total Carbohydrate	300g 375g
Dietary Fiber	25g 30g
Calories per gram:	
Fat 9 • Carbohydrate 4 • Protein 4	

Revised: 1/22/2014
Pack Size: ¼ oz

DATE: 1/22/2014

TITLE: Quality Assurance Manager


Louise Newswanger

Ingredients:

Pasteurized cultured milk and cream, salt, stabilizers (Xanthan and/or carob bean and/or guar gums) whey, sugar, salt.

Allergens:

Contains Milk.

		Auburn Dairy Products, Inc. 702 West Main Street, Auburn, WA 98001 CONFIDENTIAL		Page 1 of 2
Department RESEARCH & DEVELOPMENT	Section Finished Product Specification	Effective Date 10/20/2018		
Document Name Yami GF LF Vanilla Yogurt - 8 oz		Sec/Document # 901B.01	Supersedes (date) 7/20/2015	
Applies To Research & Development, Quality Assurance, and Production		Issued By ADP	Approved By Karla Zimmers	

General Description

A low fat stirred fruit yogurt. The acid compliments the fruit and natural yogurt/dairy flavors. Antibiotic free, rBST free, gelatin free, gluten free, and lactose free. Kosher Certified.

Shelf Life

60 days at 36° F

Shipping Temperature

33 - 42° F

Allergens

This product contains Milk. Specified on Label.

Ingredients

Grade A Pasteurized Lowfat Milk, Sugar, Modified Corn Starch, Carrageenan, Pectin, Tapioca Starch, Vanilla, Natural Flavor, Lactase, Citric Acid, and Active Cultures (*S. thermophilus*, *L. bulgaricus*, *L. acidophilus*, *Bifido. lactis*, *L. rhamnosus*, *L. casei*).

Kosher

Yes

Lot Identification/Product Trace

Best By Date: DD/MM/YY

Military Time: HHMM

Plant Code: 53-33

Packaging

8 oz polypropylene plastic cup, tamper evident foil lid. 24-pack cardboard packaging.

Labeling

Nutrition facts label printed on cup. Ink-jet printed on cup: best by date, time stamp, and plant code

Storage Temperature

Minimum 2 days at 33 - 40° F for before shipping. Should be maintained at 36° F for storage

Pallet Scheme

Case = 7" h x 12^{3/4}" L x 12^{3/4}" W, Case weight = 12.95 lbs, Pallet scheme 15 cases/layer, 10 layers high, 150 cases/pallet

Quantitative Analysis

Attribute	Specification	Target
Solids	18.0 - 23.0%	21.0%
pH	4.10 - 4.35	4.20
Viscosity	10,000 - 12,000 cP	11,000 cP
Fat	1.5 - 2.0%	1.5%
Brix	17 - 21°	19°


Microbiological Analysis

Organism	Specification
Yeast	<100 CFU/g
Mold	<100 CFU/g
Coliform	<10 CFU/g
Pathogens	None

Sensory Analysis

Flavor: Vanilla, Acid, Balanced, Tart
Texture: Thick, creamy, structured body
Color/Appearance: Fruit incorporated in the yogurt, natural dairy color, no fruit pieces

S:\Quality Control\SPECIFICATIONS\YAMI\YAMI\YAMI GELATIN FREE_4 OZ_8 OZ\SPECIFICATIONS\Older Specifications\2.3.5.1

		Auburn Dairy Products, Inc. 702 West Main Street, Auburn, WA 98001 CONFIDENTIAL		Page 2 of 2
Department RESEARCH & DEVELOPMENT	Section Finished Product Specification	Effective Date 10/20/2018		
Document Name Yami GF LF Vanilla Yogurt - 8 oz		Sec/Document # 901B.01	Supersedes (date) 7/20/2015	
Applies To Research & Development, Quality Assurance, and Production		Issued By ADP	Approved By Karla Zimmers	

Packaging Front



Nutrition Facts			
Serving Size 8 oz (227g)			
Servings Per Container 1			
Amount Per Serving			
Calories 210	Calories from Fat 20		
		% Daily Value*	
Total Fat 2g			3%
Saturated Fat 1.5g			7%
Trans Fat 0g			
Cholesterol 5mg			2%
Sodium 125mg			5%
Total Carbohydrate 40g			13%
Dietary Fiber 0g			0%
Sugars 31g			
Protein 7g			
Vitamin A 0%		•	Vitamin C 4%
Calcium 25%		•	Iron 0%
*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:			
	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Calories per gram:			
	Fat 9	•	Carbohydrate 4 • Protein 4

Finished Product





October 19, 2020

Lactaid Fat Free + Calci 12 Pk Case Specs

Product Code: 7413

Case GTIN: 1004138307413-1

UPC: 041383090325 (no change from 20 PK)

Approximate Transition Date from 20 PK: December 1, 2020

Case LxWxH: 12.125" x 9" x 3.9375"

Case Gross Weight: 7.674 lbs.

Pallet LxWxH: 48" x 40" x 51.25"

Pallet Gross Weight: 1,630.44 lbs.

Pallet Pattern (TxH) = 17x12=204

SPECIFICATIONS

PEARL ORGANIC SOYMILK – SMART ORIGINAL

Product Code: 06183

INGREDIENTS

Filtered Water, Whole Organic Soybeans, Organic Dried Cane Syrup, Tricalcium Phosphate, Sea Salt, Potassium Phosphate, Carrageenan, Organic Natural Vanilla Flavor, Vitamin A Palmitate, Vitamin D2, Riboflavin (Vitamin B2), Vitamin B12.

PHYSICAL CHARACTERISTICS

Aroma Cereal notes with a hint of vanilla
 Flavor Mildly sweet soymilk
 Appearance Creamy white liquid

CHEMICAL ANALYSIS

Total Solids 11.8 ± 0.3%
 pH Target 6.6 ± 0.5

MICROBIOLOGICAL STANDARD

Standard Plate Count <1 CFU / gram

PACKAGING:

24 - 8 fl oz (240 mL) Aseptic Carton

STORAGE AND SHELF LIFE:

When stored unopened in cool dry storage, product has a shelf life of 12 months. After opening, consume immediately.

DATE CODE EXPLANATION:

Best By Date; example: 24MAR2018

The Best By date is written as DDMMYYYY. Thus the example above means this container should be used before March 24, 2018 for the best quality.

LABEL: Contains product name, product code, ingredient statement, nutrition facts panel, and distributor information.

CERTIFICATION: Kosher, Gluten-Free, Organic

NUTRITIONAL ANALYSIS EXAMPLE:

	PER 100 G	PER 1 CUP		PER 100 G	PER 1 CUP
Calories (kcal)	50.7	125	Vitamin C (mg)	0	0
Total Fat (g)	1.73	4.3	Calcium (mg)	175	433
Saturated Fat (g)	0.28	0.4	Iron (mg)	0.44	1.1
Trans Fat (g)	0	0	Vitamin D (IU)	143	354
Cholesterol (mg)	0	0	Riboflavin (mg)	0.53	1.31
Sodium (mg)	43.7	108	Folate (mcg)	17.9	44.3
Potassium (mg)	164	405	Vitamin B12 (mcg)	0.77	1.90
Carbohydrate (g)	5.3	13.1	Phosphorus (mg)	124	307
Dietary Fiber (g)	0.82	2.0	Magnesium (mg)	20.5	51
Sugars (g)	4.50	11.1	Moisture (g)	88.05	N/A
Protein (g)	3.54	8.8	Ash (g)	1.38	N/A
Vitamin A (IU)	448	1108			

Information and recommendations given herein are based on our research and believed to be accurate. No guarantee of accuracy is made. It is recommended each purchaser conduct tests for his or her own satisfaction to determine if the product is acceptable for his or her purpose and application. No warranty is expressed or implied on this product for a specific purpose.



Print Date: 9/28/2017


 seasoning your life

Sales Offices: Atlanta, Chicago, Dallas, Los Angeles, New York, and San Francisco

KIKKOMAN SALES USA, INC.
 50 California Street, Suite 3600, San Francisco, CA 94111
 P.O. Box 420784, San Francisco, CA 94142-0784
 Tel (415) 956-7750 Fax (415) 956-7760



Product Fact Sheet

Product Information

Manufacturer Name: Country Pure Foods

Product Name: SideKicks Strawberry-Mango

Manufacture Number: #2015

Juice Percentage: 100% Juice

School Nutrition Requirements: 1/2 Cup Fruit

Allergy Statement: This product does not contain ingredients from the 8 major food groups considered as allergenic (milk, eggs, soybean, wheat, peanuts, tree nuts, fish, and shellfish) under the Food Allergen labeling and Consumer Protection Act of 2004 (FALCPA)

Buy American: Meets USDA FNS K12 Buy American Provision

Packaging Information

Package Size: 4.4 fl. oz.

Servings Per Container: 1

Package Type: Cup

Shipping/Storage: Shipped and Stored Frozen 0° F or Below

Case Weight: 25.35 Lbs.

Cases per Pallet: 72, 9 Block/ 8 Tier

Units per Case: 84

Nutrition Facts

Serving Size: 4.4 fl. oz. (130mL)

Servings Per Container 1

Amount Per Serving

Calories	90	
		% Daily Value*
Total Fat	0g	0%
Sodium	30mg	1%
Potassium	60mg	1%
Total Carbohydrates	22g	7%
Sugars	19g	
Protein	0g	
Vitamin A		20%
Vitamin C		100%
Calcium		8%

Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber and iron.

*Percent Daily Values are based on a 2,000 calorie diet

**Sugars are those naturally occurring in the fruit juices

Product Ingredients

Ingredients: Fruit Juice (Water, White Grape, and Pear Juice Concentrates), Less than 2%: Citric Acid, Tricalcium Phosphate, Natural Flavors, Vegetable Juice (For Color), Salt, Ascorbic Acid (Vitamin C), Turmeric (For Color), Beta Carotene (For Color), Vitamin A Palmitate, Guar Gum, Carob Bean Gum, Xanthan Gum.



Susan Woods

Director of Product Innovation
01/01/18





Product Fact Sheet

Product Information

Manufacturer Name: Country Pure Foods
Product Name: SideKicks Blue Raspberry–Lemon
Manufacture Number: #2009
Juice Percentage: 100% Juice
School Nutrition Requirements: 1/2 Cup Fruit
Allergy Statement: This product does not contain ingredients from the 8 major food groups considered as allergenic (milk, eggs, soybean, wheat, peanuts, tree nuts, fish, and shellfish) under the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).
Buy American: Meets USDA FNS K12 Buy American Provision

Packaging Information

Package Size: 4.4 fl. oz.
Servings Per Container: 1
Package Type: Cup
Shipping/Storage: Shipped and Stored Frozen 0° F or Below
Case Weight: 25.35 Lbs.
Cases per Pallet: 72, 9 Block/ 8 Tier
Units per Case: 84

Nutrition Facts

Serving Size: 4.4 fl. oz. (130mL)
 Servings Per Container 1

Amount Per Serving

Calories	90	
		% Daily Value*
Total Fat	0g	0%
Sodium	30mg	1%
Potassium	60mg	1%
Total Carbohydrates	22g	7%
Sugars	19g	
Protein	0g	
Vitamin A		20%
Vitamin C		100%
Calcium		8%

Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber and iron.

*Percent Daily Values are based on a 2,000 calorie diet
 **Sugars are those naturally occurring in the fruit juices

Product Ingredients

Ingredients: Fruit Juice (Water, White Grape, and Pear Juice Concentrates), Less than 2% of: Citric Acid, Natural and Artificial Flavors, Tricalcium Phosphate, Ascorbic Acid (Vitamin C), Salt, Turmeric (For Color), Vitamin A Palmitate, Blue 1, Guar Gum, Carob Bean Gum, Xanthan Gum.



Susan Woods
 Director of Product Innovation
 01/01/18





Product Fact Sheet

Product Information

Manufacturer Name: Country Pure Foods

Product Name: SideKicks SourCherry-Lemon

Manufacture Number: #2016

Juice Percentage: 100% Juice

School Nutrition Requirements: 1/2 Cup Fruit

Allergy Statement: This product does not contain ingredients from the 8 major food groups considered as allergenic (milk, eggs, soybean, wheat, peanuts, tree nuts, fish, and shellfish) under the Food Allergen labeling and Consumer Protection Act of 2004 (FALCPA).

Buy American: Meets USDA FNS K12 Buy American Provision

Packaging Information

Package Size: 4.4 fl. oz.

Servings Per Container: 1

Package Type: Cup

Shipping/Storage: Shipped and Stored Frozen
0° F or Below

Case Weight: 25.35 Lbs.

Cases per Pallet: 72, 9 Block/ 8 Tier

Units per Case: 84

Nutrition Facts

Serving Size: 4.4 fl. oz. (130 mL)

Servings Per Container 1

Amount Per Serving

Calories	90	
		% Daily Value*
Total Fat	0g	0%
Sodium	30mg	1%
Potassium	60mg	1%
Total Carbohydrates	22g	7%
Sugars	19g	
Protein	0g	
Vitamin A		20%
Vitamin C		100%
Calcium		8%

Not a significant source of calories from fat, saturated fat, trans fat, cholesterol, dietary fiber and iron

*Percentage Daily Values are based on a 2,000 calorie diet

**Sugars are those naturally occurring in the fruit juices

Product Ingredients

Ingredients: Fruit Juice (Water, White Grape, and Pear Juice Concentrates), Less than 2% of: Citric Acid, Natural Flavors, Tricalcium Phosphate, Vegetable Juice (For Color), Ascorbic Acid (Vitamin C), Salt, Turmeric (For Color), Beta Carotene (For Color), Vitamin A Palmitate, Guar Gum, Carob Bean Gum, Xanthan Gum.



Susan Woods

Director of Product Innovation

01/01/18





#2502

**INGREDIENT
AND
NUTRITION RELEASE**

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

COMMODITY NAME:	VANILLA LOWFAT YOGURT
------------------------	-----------------------

INGREDIENT STATEMENT:

CULTURED PASTEURIZED GRADE A LOW FAT MILK, WATER, SUGAR, MODIFIED FOOD STARCH, NATURAL FLAVOR, ANNATTO EXTRACT AND TURMERIC (COLOR), CARRAGEENAN, PECTIN, CITRIC ACID, VANILLA EXTRACT, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK

REQUIRED LABEL STATEMENTS:

Must state "1% MILKFAT" and accompany the name of the food wherever it appears on the principal display panel or panels.

Must state "Grade A" on package

"WITH OTHER NATURAL FLAVOR" must follow the flavor or commodity name and be at least half the letter height of the flavor designation.

"VITAMINS A AND D ADDED" must accompany "LOWFAT YOGURT" wherever it appears on the principal display panel or panels and be at least half the letter height of the commodity name, but no less than 1/16th inch.

Created: 06/30/2016 07:22:21 PM

Schreiber Foods, Inc. -P.O. Box 19010 – Green Bay WI 54307-9010 - 1-800-344-0333



INGREDIENT AND NUTRITION RELEASE

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

OPTIONAL CLAIMS:

KOSHER symbol is acceptable (circle "U" with "D" immediately to the right of "U" outside of circle).

CONTAINS LIVE AND ACTIVE CULTURES (B. lactis, L. acidophilus, L. bulgaricus, S. thermophilus)

May claim "Gluten-Free" or "No Gluten" or "Free of Gluten" or "Without Gluten"

May claim "From cows not treated with rBST."

If rBST claim is made, must state "No significant difference has been shown between milk derived from rBST treated and non-rBST treated cows."

May claim "No Artificial Flavors"

May claim "99% Fat Free"

May claim "Made from Milk Produced on US Dairy Farms"

May claim "Excellent Source of Calcium" or "Rich in Calcium" or "High Calcium"

May claim "Excellent Source of Vitamin A" or "Rich in Vitamin A" or "High Vitamin A"

May claim "Excellent Source of Vitamin D" or "Rich in Vitamin D" or "High Vitamin D"

May claim "Excellent Source of Riboflavin" or "Rich in Riboflavin" or "High Riboflavin"

May claim "Excellent Source of Phosphorus" or "Rich in Phosphorus" or "High Phosphorus"

May claim "Good Source of Protein" or "Contains Protein" or "Provides Protein"

If protein claim is made, then must include percent daily value of protein (16%) in the Nutrition Facts.

May claim "Good Source of Potassium" or "Contains Potassium" or "Provides Potassium"

DISCLOSURE STATEMENT:

DISCLOSURE STATEMENT IS NOT REQUIRED AS NO NUTRIENTS EXCEED THE MAXIMUM LEVEL

OTHER:

Blended

Created: 06/30/2016 07:22:21 PM

Schreiber Foods, Inc. -P.O. Box 19010 – Green Bay WI 54307-9010 - 1-800-344-0333



**INGREDIENT
AND
NUTRITION RELEASE**

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

NUTRITION FACTS

SERVING SIZE: 1 cup (227g)				SERVINGS PER CONTAINER: about 4		
Nutrient	Amount Per Serving	%DV Per Serving	Amount Per 100g	Nutrient	%DV Per Serving	Amount Per 100g
Calories	190		83	Vitamin A (IU)	30	644
Calories from Fat	25		10	Vitamin C (mg)	0	0.29
Total Fat (g)	2.5	4	1.1	Calcium (mg)	30	122
Saturated Fat (g)	1.5	8	0.7	Iron (mg)	0	0.03
Trans Fat (g)	0		0	Vitamin D (IU)	25	47.6
Cholesterol (mg)	10	3	5	Riboflavin (Vitamin B2)(mg)	20	0.15
Sodium (mg)	130	5	57	Pantothenic Acid (mg)	8	0.33
Potassium (mg)	380	11	169	Phosphorus (mg)	20	93
Total Carbohydrate (g)	34	11	14.8			
Dietary Fiber (g)	0	0	0			
Sugars (g)	25		10.8			
Protein (g)	8		3.4			

NUTRITION INFORMATION BASED ON: CALCULATED

STK11027

0001



#2502

**INGREDIENT
AND
NUTRITION RELEASE**

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

COMMODITY NAME:	VANILLA LOWFAT YOGURT
------------------------	-----------------------

INGREDIENT STATEMENT:
CULTURED PASTEURIZED GRADE A LOW FAT MILK, WATER, SUGAR, MODIFIED FOOD STARCH, NATURAL FLAVOR, ANNATTO EXTRACT AND TURMERIC (COLOR), CARRAGEENAN, PECTIN, CITRIC ACID, VANILLA EXTRACT, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK

REQUIRED LABEL STATEMENTS:
Must state "1% MILKFAT" and accompany the name of the food wherever it appears on the principal display panel or panels.
Must state "Grade A" on package
"WITH OTHER NATURAL FLAVOR" must follow the flavor or commodity name and be at least half the letter height of the flavor designation.
"VITAMINS A AND D ADDED" must accompany "LOWFAT YOGURT" wherever it appears on the principal display panel or panels and be at least half the letter height of the commodity name, but no less than 1/16th inch.

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Schreiber Foods, Inc. -P.O. Box 19010 – Green Bay WI 54307-9010 - 1-800-344-0333



INGREDIENT AND NUTRITION RELEASE

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

OPTIONAL CLAIMS:

KOSHER symbol is acceptable (circle "U" with "D" immediately to the right of "U" outside of circle).

CONTAINS LIVE AND ACTIVE CULTURES (B. lactis, L. acidophilus, L. bulgaricus, S. thermophilus)

May claim "Gluten-Free" or "No Gluten" or "Free of Gluten" or "Without Gluten"

May claim "From cows not treated with rBST."

If rBST claim is made, must state "No significant difference has been shown between milk derived from rBST treated and non-rBST treated cows."

May claim "No Artificial Flavors"

May claim "99% Fat Free"

May claim "Made from Milk Produced on US Dairy Farms"

May claim "Excellent Source of Calcium" or "Rich in Calcium" or "High Calcium"

May claim "Excellent Source of Vitamin A" or "Rich in Vitamin A" or "High Vitamin A"

May claim "Excellent Source of Vitamin D" or "Rich in Vitamin D" or "High Vitamin D"

May claim "Excellent Source of Riboflavin" or "Rich in Riboflavin" or "High Riboflavin"

May claim "Excellent Source of Phosphorus" or "Rich in Phosphorus" or "High Phosphorus"

May claim "Good Source of Protein" or "Contains Protein" or "Provides Protein"

If protein claim is made, then must include percent daily value of protein (16%) in the Nutrition Facts.

May claim "Good Source of Potassium" or "Contains Potassium" or "Provides Potassium"

DISCLOSURE STATEMENT:

DISCLOSURE STATEMENT IS NOT REQUIRED AS NO NUTRIENTS EXCEED THE MAXIMUM LEVEL

OTHER:

Blended

Created: 06/30/2016 07:22:21 PM

Schreiber Foods, Inc. -P.O. Box 19010 – Green Bay WI 54307-9010 - 1-800-344-0333



**INGREDIENT
AND
NUTRITION RELEASE**

Item Number	STK11027
Formula Number	F70168
Net Weight	NET WT. 32 OZ. (2 LB.) 907 g
Refrigeration Statement	KEEP REFRIGERATED

NUTRITION FACTS

SERVING SIZE: 1 cup (227g)				SERVINGS PER CONTAINER: about 4		
Nutrient	Amount Per Serving	%DV Per Serving	Amount Per 100g	Nutrient	%DV Per Serving	Amount Per 100g
Calories	190		83	Vitamin A (IU)	30	644
Calories from Fat	25		10	Vitamin C (mg)	0	0.29
Total Fat (g)	2.5	4	1.1	Calcium (mg)	30	122
Saturated Fat (g)	1.5	8	0.7	Iron (mg)	0	0.03
Trans Fat (g)	0		0	Vitamin D (IU)	25	47.6
Cholesterol (mg)	10	3	5	Riboflavin (Vitamin B2)(mg)	20	0.15
Sodium (mg)	130	5	57	Pantothenic Acid (mg)	8	0.33
Potassium (mg)	380	11	169	Phosphorus (mg)	20	93
Total Carbohydrate (g)	34	11	14.8			
Dietary Fiber (g)	0	0	0			
Sugars (g)	25		10.8			
Protein (g)	8		3.4			

NUTRITION INFORMATION BASED ON: CALCULATED

STK11027

0001



GOSSNER
1% MILK
 0 76850 09913 6

DESCRIPTION:

Gossner UHT Milk is a Grade A milk procured from our local family-owned dairies. Gossner Milk is aseptically processed under Ultra High Temperatures (UHT). The UHT process enables our milk to remain fresh with or without refrigeration for 12 months from production date.

PACKAGING:

Tetra Brik Aseptic

SIZES AVAILABLE:

946 ml; One Quart; 32 fl oz.
 236 ml; 1/2 pint; 8 fl. oz.

Case: 12/32 oz. Cartons
 Case: 27/8 oz. Cartons

FOR BEST RESULTS:

- Shake Well Before Opening
- Refrigerate After Opening

INGREDIENTS:

Lowfat Milk, Vitamin A Palmitate, Vitamin D₃.

NUTRITIONAL FACTS:

	<u>Quarts</u>	<u>8oz</u>
Serving size	1 cup (236 ml)	1 cup (236 ml)
Servings Per Container	4	1
Calories	100	100
Calories from Fat	20	20
Total Fat	2.5g	2.5g
Saturated Fat	1.5g	1.5g
Trans Fat	0g	0g
Cholesterol	10mg	10mg
Sodium	105mg	105mg
Total Carbohydrates	12g	12g
Dietary Fiber	<1g	<1g
Sugar	12g	12g
Protein	8g	8g
Vitamin A	10%	10%
Vitamin D	25%	25%
Calcium	30%	30%



Holly Hill
 7/28/17



#7047

FAT-FREE CHOCOLATE MILK

0 76850 09936 5

DESCRIPTION:

Our UHT Milk is a Grade A milk procured from our local rbST free family-owned dairies. Our milk is aseptically processed under Ultra High Temperatures (UHT). The UHT process enables our milk to remain fresh with or without refrigeration for 10 months from production date.

PACKAGING:

Tetra Brik Aseptic

SIZES AVAILABLE:

236 ml; ½ Pint; 8 fl oz.

Case: 27/8 oz. Cartons

FOR BEST RESULTS:

- Shake Well Before Opening
- Refrigerate After Opening

INGREDIENTS:

Grade A Nonfat Milk, Sugar, Cocoa (Processed with Alkali), Corn Starch, Salt, Carrageenan, Guar Gum, Artificial Flavors, Vitamin A Palmitate, Vitamin D3.

NUTRITIONAL FACTS:

	<u>8oz</u>
Serving size	1 cup (236 ml)
Servings Per Container	1
Calories	140
Calories from Fat	0
Total Fat	0g
Saturated Fat	0g
Trans Fat	0g
Cholesterol	5mg
Sodium	260mg
Total Carbohydrates	27g
Dietary Fiber	0g
Sugar	25g
Protein	8g



For More Information call:
Gossner Foods, Inc.
800-944-0454

Holly Hill
7/28/14

#7090



Silk

Almondmilk
VANILLA

50% More Calcium
THAN DAIRY MILK*

80
CALORIES
PER CONTAINER

8 FL OZ (236 mL)

Silk
Almondmilk
VANILLA

Wherever you go
Calcium than dairy milk
en & Soy-Free



Tetrapak®
WHAT'S GOOD

Nutrition Facts

Serving Size 1 Container (236mL)

Amount Per Serving

Calories 80 Fat Cal 25

%DV*

Total Fat 2.5g 4%

Sat Fat 0g 0%

Trans Fat 0g

Polyunsat Fat 0.5g

Monounsat Fat 1.5g

Cholest 0mg 0%

Sodium 170mg 7%

Potassium 30mg 1%

Total Carb 13g 4%

Dietary Fiber 0g 0%

Sugars 13g

Protein 1g

Vit A 10% • Vit C 0%

Calcium 45% • Iron 2%

Vit D 25% • Vit E 30%

*Percent Daily Values (DV) are based on a 2,000 calorie diet.

INGREDIENTS:

ALMONDMILK (FILTERED WATER, ALMONDS), CANE SUGAR, CONTAINS 2% OR LESS OF: VITAMIN AND MINERAL BLEND (CALCIUM CARBONATE, VITAMIN E ACETATE, VITAMIN A PALMITATE, VITAMIN D2), SEA SALT, NATURAL FLAVOR, SUNFLOWER LECITHIN, LOCUST BEAN GUM, GELLAN GUM, ASCORBIC ACID (TO PROTECT FLAVOR).

ALLERGEN STATEMENT: CONTAINS ALMOND. PRODUCED IN A FACILITY THAT ALSO PROCESSES OTHER TREE NUTS AND SOY.

HONEY
GOOD
A Promise
No Art
No Art
No High-Fruct
Dairy
Respons

PERFECT
PORTABLE
• in a lunch
• for a picnic
• on a road

+SILK VANILLA
ALMONDMILK
CALCIUM, LOW
MILK: 30% DV
USDA NATURAL
NUTRIENT DATA
STANDARD RE
RELEASE
CONSISTENT
TYPICAL
DAIRY

milk



80
CALORIES

Storage: Keep refrigerated. DO NOT FREEZE.



Features and Benefits (Consumer or Base GTIN: 00078800113299)

Features: All Natural ingredients. Contains Live and Active Cultures. Good Source of Protein and Calcium. Made with real fruit, and sweetened with real sugar, no HFCS, artificial colors or flavors or gelatin. CACFP compliant.

Preparation and Cooking: Ready to Eat - Keep refrigerated until ready to serve.

Serving Suggestions: Ready to eat as is or delicious when mixed with fruit or yogurt

Storage: Keep refrigerated

Nutritionals and Ingredients (Case GTIN: 10078800113296)

Representation of label(s). The actual nutritional label(s) and ingredients may vary slightly

Nutrition Facts (Prepared)	
52 Servings Per Container	
Serving Size	170 g
Amount Per Serving	
Calories	160
	% Daily Value*
Total Fat 1.5 g	2%
Saturated Fat 1 g	5%
Trans Fat 0 g	
Cholesterol 10 mg	3%
Sodium 150 mg	7%
Total Carbohydrate 28 g	10%
Dietary Fiber 0 g	0%
Sugar 23 g	
Added Sugar 14 g	28%
Protein 7 g	14%
Vitamin D 0 µg	0%
Potassium 330 mg	8%
Calcium 260 mg	20%
Iron 0 mg	0%
Vitamin A 20 µg	2%
Vitamin C	0%
* The % Daily Value (DV) 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.	

Child Nutrition Label: No

Ingredients: Cultured Pasteurized Grade A Lowfat Milk, Sugar, Corn Starch, Tapioca Starch, Natural Flavor, Pectin

Nutritionals and Ingredients (Consumer or Base GTIN: 00078800113299)

Representation of label(s). The actual nutritional label(s) and ingredients may vary slightly

Nutrition Facts (Prepared)	
13 Servings Per Container	
Serving Size	170 g
Amount Per Serving	
Calories	160
	% Daily Value*
Total Fat 1.5 g	2%
Saturated Fat 1 g	5%
Trans Fat 0 g	
Cholesterol 10 mg	3%
Sodium 150 mg	7%
Total Carbohydrate 29 g	11%
Dietary Fiber 0 g	0%
Sugar 23 g	
Added Sugar 14 g	28%
Protein 7 g	14%
Vitamin D 0 µg	0%
Potassium 330 mg	8%
Calcium 260 mg	20%
Iron 0 mg	0%
Vitamin A 20 µg	2%
Vitamin C	0%
* The % Daily Value (DV) 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: Cultured Pasteurized Grade A Lowfat Milk, Sugar, Corn Starch, Tapioca Starch, Natural Flavor, Pectin

Allergens and Diet (Case GTIN: 10078800113296)

Representation of allergens and dietary claims. The actual allergens and dietary claims may vary slightly.

Allergen Values (FDA)
Contains: Milk

Suitable For Diet
Kosher, Veg



June 1, 2023

Audrey Mitchell
Director of Nutrition Services
Perris Union High School District
1151 North A Street
Perris, CA 92570

Dear Audrey,

Thank you for your business. We appreciate the opportunity to serve Perris Union High School District. We have renewed our contract with Capistrano Unified School District BID NO. 2122-04 Our desire is to continue doing business utilizing the piggyback option contained in the Capistrano Unified contract. They have renewed for the 2023-24 school year. All terms and conditions will remain the same and you will continue to receive monthly price schedules.

If I may be of further assistance, do not hesitate to contact me directly.

Best regards,

Kathy Santos

Kathy Santos
Customer Service & Special Accounts Manager
760-744-3222 x118
Kathy_santos@hollandiadairy.com



HOLLANDIADAIRY.COM

SECOND EXTENSION OF BID NO. 2122-04 – MILK, JUICE, & DAIRY PRODUCTS

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND HOLLANDIA DAIRY,
INCORPORATED

This Second Extension of Bid No. 2122-04 is entered into by and between Capistrano Unified School District, hereinafter referred to as “District,” and Hollandia Dairy, Incorporated (hereinafter referred to as “Vendor”).

RECITALS

WHEREAS, on July 21, 2021, District’s Board of Trustees awarded Bid No. 2122-04 to Hollandia Dairy, Incorporated for the term from July 1, 2021 through June 30, 2022, with the option to extend for two (2) one-year renewal terms from the expiration date of the initial contract period, under the same terms, conditions, etc at the option of the Board of Trustees;

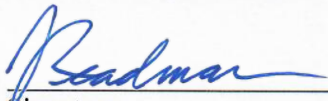
WHEREAS, on July 13, 2022, District’s Board of Trustees approved the First Extension to Bid No. 2122-04 for the term of July 1, 2022 through June 30, 2023. A copy of said First Extension of awarded Bid No. 2122-04 – Milk, Juice, & Dairy Products to Hollandia Dairy, Incorporated is attached as Exhibit 2 to this Second Extension; and

WHEREAS, District desires to extend the award of Bid No. 2122-04 – Milk, Juice, & Dairy Products to reflect an additional and final one (1) year term from July 1, 2023 through June 30, 2024 at the same rates of the initial contract period;

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 2122-04 to Hollandia Dairy, Incorporated will be extended through June 30, 2024 at the same rates of the initial contract period.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District


By: 
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

May 17, 2023
Board Approval Date

Vendor

By: 
Signature

Patrick Schallberger
Print Name

Chief Executive Officer
Title

5-30-2023
Date

EXHIBIT 2

FIRST EXTENSION OF BID NO. 2122-04 – MILK, JUICE, & DAIRY PRODUCTS
BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND HOLLANDIA DAIRY,
INCORPORATED

This First Extension of Bid No. 2122-04 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Hollandia Dairy, Incorporated (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, on July 21, 2021, District's Board of Trustees awarded Bid No. 2122-04 to Hollandia Dairy, Incorporated for the term from July 1, 2021 through June 30, 2022, with the option to extend for two (2) one-year renewal terms from the expiration date of the initial contract period, under the same terms, conditions, etc at the option of the Board of Trustees. A copy of the awarded Bid No. 2122-04 – Milk, Juice, & Dairy Products to Hollandia Dairy, Incorporated is attached as Exhibit 1 to this First Extension; and

WHEREAS, District desires to extend the award of Bid No. 2122-04 – Milk, Juice, & Dairy Products to reflect an additional one (1) year term from July 1, 2022 through June 30, 2023 at the same rates of the initial contract period;

NOW, THEREFORE, said Agreement is amended as follows:

1. Award of Bid No. 2122-04 to Hollandia Dairy, Incorporated will be extended through June 30, 2023 at the same rates of the initial contract period.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

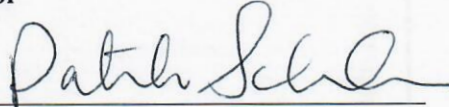
By:  _____
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

Board Approval Date: July 13, 2022

Vendor

By:  _____
Signature

Patrick Schallberger
Print Name

Chief Executive Officer
Title

Date: _____

BID FORM AND AGREEMENT

A. Pursuant to the District's "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

BID NO. 2122-04
MILK, JUICE, AND DAIRY PRODUCTS

All in strict conformity with the bid documents, including Addenda Nos. _____, _____, and _____, on file in the Purchasing Department of said District.

Patel Schuel

All responding bidders must meet the following minimum requirements. Mark an "X" under the appropriate "Yes" or "No" column to certify compliance with the minimum requirements.

Bidder must provide or meet:

REQUIREMENTS	YES	NO
Have an active online website accessible to District to allow online ordering with the following specifications: <ul style="list-style-type: none"> • Ability for at least one person in administrative office and ability for each school site to place individual orders for their school site. • Ability to look up items and request new items not included on bid • Ability to add or delete order items on list • Ability to look up items on this bid in addition to new items not included on bid. 	x	
Have been in business for at least five (5) years with references provided showing successful business relationships with at least three local public educational or public agencies with approximately thirty (30) or more sites.	x	
Provide order confirmations within 1 business day of receiving order.	x	
Own sufficient facilities and delivery trucks to be able to provide timely and complete orders as requested, including special deliveries on all items on the Bid Form and Agreement.	x	
Copy of bidder's Product Recall Program submitted with this bid.	x	
Copy of bidder's Disaster Contingency Plan submitted with this bid.	x	
Copy of bidder's Storage Policy submitted with this bid.	x	

Certify in writing on Bidder's leaderhead and submitted with this bid, that Bovine Growth Hormone (BGH) is or is not administered to herds that supply milk to dairy, that none of the milk and dairy products ordered through this bid are from cows treated with RBSTS, and none of the milk and dairy products ordered through this bid contain fructose corn syrup and artificial flavors.	x	
Flexibility to accept add-on orders the day before delivery.	x	
Follow-up on our incremental orders to ensure complete and on-time deliveries.	x	
Employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sounds and sanitary products and handled in accordance with HACCP regulations.	x	
Products to be delivered in suitable trucks capable or maintaining product at proper temperatures. Fluid milk and milk products shall be delivered at a temperature of 41 degrees F or less. Any milk deliveries at above 45 degrees F will be rejected.	x	
Trucks will be kept in good repair. Maintenance records must be available for inspection by District personnel.	x	
Milk & juice deliveries are to be delivered in crates. At school sites, crates are to be stacked no higher than 5 crates high. All deliveries are to be immediately placed in a refrigerator, milk box, or walk-in refrigerator by bidder.	x	
Bidder required to pick up empty milk crates when milk is delivered and prior to school holidays and vacations.	x	
Ingredient lists and complete nutritional specification sheets with signatures as required by USDA for the National School Lunch Program for all items on this bid must be submitted with bid.	x	
Orange Juice should be as specified in the California Administrative code, Title 17. All products furnished under this contract must be federal or state inspected. The full strength juice products must have a statement on the label indicating products are 100% juice product.	x	
Fluid Dairy products will be properly sealed. Leaking containers will be credited at full price.	x	
Milk products and juices must have at least a 10-day code date from day of delivery. If product has less than 10-day code, product will be returned and bidder to credit at full price.	x	
Discounts: Do you offer payment discounts? What are the terms? Please specify _____ No _____		x
Contact Person: A contact person must be available, no later than 7:00 a.m., Monday through Friday for District to report delivery errors or lack of delivery to sites. Name of contact person and phone number must be provided. Alfred Goodlow 760-497-9298 cell	x	
Department of Defense distribution – ability to work with DOD appointed produce Bidder to pick up and deliver District's DOD order to designated sites.	x	

CUSD PRODUCT LIST						
Item #	Description	Unit Size/Pack Size Per Case	Brand	Code # Alternate Unit Size/Pack Size Per Case	Est. Yearly Usage by Unit	Proposed Bid Unit Pricing for 2021-2022 (unit/case)
Milk Products						
1	Low Fat 1%	1/2 gallon	Any	1314	10,000 each	2.1550
		12/per case			1/2 gallon	
2	Low Fat 1% (carton)	1/2 pint	Any	1322	700,000 each	.2205
		70/per case			1/2 pint	
3	Chocolate Fat Free (carton)	1/2 pint	Any	1400	2,000,500 each	.2050
		70/per case			1/2 pint	
4	Lactaid (carton)	1/2 pint	Lactaid	7082	500 each	.5000
		20/per case			1/2 pint	
5	Soy Milk Plain by Pearl	1/2 pint	Pearl	7070	2,000 each	.8146
		24/per case			1/2 pint	
6	Ripple Original Plant-Based Milk	1/2 pint	Ripple	7090 Almond	2,000 each	.8563
		24/per case		18/cs	1/2 pint	
7	UHT Shelf Stable Low Fat 1%	8oz each	Any	7046	2,000 each	.4200
		27/per case			1/2 pint	
8	UHT Shelf Stable Chocolate Fat Free	8oz each	Any	7047	2,000 each	.4350
		27/per case			1/2 pint	

Patricia Schuel

100% Juice Products						
9	100% Apple (carton)	4oz each	Any	3771	400,000 each	.1300
		105/per case			4oz	
10	100% Appleberry (carton)	4oz each	Any	3772	100,000 each	.1300
		105/per case			4oz	
11	100% Orange (carton)	4oz each	Any	3770	400,000 each	.1600
		105/per case			4oz	
12	Sidekicks Sour Cherry Lemon	4.4oz	Sidekicks	9170	250 cases	33.0000
		84/per case				
13	Sidekicks Strawberry Mango	4.4oz	Sidekicks	9171	150 cases	33.0000
		84/per case				
14	Sidekicks Blue Raspberry Cream	4.4oz	Sidekicks	9172	675 cases	33.0000
		84/per case				
Dairy Products						
15	Cream Cheese	3/4oz	Any	5892	100 cases	16.6000
		100/per case				
16	Feta Cheese	4 pound	Any	5739	15 cases	42.5000
		2/per case				
Yogurt						
17	Low Fat Vanilla	32oz	Any	2502	250 each	2.2500
		6/per case			32oz	
18	Low Fat Vanilla	5 pound	Any		1,000 each	8.7500
		4/per case			5 pound	
19	Yami Lactose Free Vanilla	1/2 pint	Yami	2183	2,500 cases	17.0000
		24/per case				

Patil Shikha

B. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.

C. Bidder agrees to complete the order within seven (7) days after receipt of order.

D. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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 purchase of goods, materials, or services by the bidder for sale to the District pursuant to this bid. Such assignment shall be made and become effective at the time District tenders final payment. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and that Patrick Schallberger whose title is CEO authorized to act for and bind the corporation.

E. It is understood and agreed that if, requested by the District, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. 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.

F. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.

No, other public agencies may not purchase from this Bid.

G. The undersigned will grant the District the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for term of July 1, 2022 through June 30, 2023

option granted option not granted

Extension option for term of July 1, 2023 through June 30, 2024

option granted option not granted

H. The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, Patrick Schallberger the CEO
(title) of the bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: Hollandia Dairy Inc.

(a California Corporation*)

Business Address: 622 E. Mission Road

San Marcos, CA 92069

Signed by: President**, Patrick Schallberger CEO

Dated: June 29, 2021

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____

(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____ Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required to be submitted with this bid:

- 1. Bid Specifications and Requirements
- 2. Bid Form and Agreement
- 3. Non Collusion Declaration in Accordance with Public Contract Code Section 7106
- 4. Information Required of Bidder
- 5. Certification Anticipated Participation of Disabled Veteran Business Enterprises
- 6. Suspension and Debarment Certifications
- 7. Lobbying Certification
- 8. Disclosure of Lobbying Activities
- 9. Certification by Contractor Criminal Records check
- 10. Drug Free Workplace Certification
- 11. Conflict of Interest
- 12. Tobacco Use Policy
- 13. Product Recall Program
- 14. Disaster Contingency Plan
- 15. Food Security and Safety Program
- 16. HACCCP Plan
- 17. Complete Nutritional Specification and Ingredient Sheets
- 18. Complete Nutrient Analysis

CONTRACT TERM

The term of this base contract begins July 1, 2021, through June 30, 2022, and may be extended by mutual written agreement of both parties and upon Board approval, for a total contract amount not to exceed three years pursuant to Education Code.

Annual cost of services and products requested by District and provided by Bidder under this contract is estimated to be \$450,000.00. Actual expenditures will vary of availability of funds and District needs.

AGREEMENT ACCEPTED BY DISTRICT

Signed by:  _____

Print Name: Lynh N. Rust _____

Title: Executive Director, Contracts & Purchasing

Board Approval Date: July 21, 2021